This tariff, Kentucky Tariff No. 2 filed by Infinity Networks, Inc. cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky Tariff No. 1 issued by Infinity Networks, Inc.

KENTUCKY

INSTITUTIONAL TELECOMMUNICATIONS TARIFF

OF

INFINITY NETWORKS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Infinity Networks, Inc. ("Infinity") to inmates of correctional or confinement institutions within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

CHECK SHEET

The pages in this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*	25	Original	*
6	Original	*	26	Original	*
7	Original	*	27	Original	*
8	Original	*	28	Original	*
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

*indicates pages included in this filing

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

Issued: December 12, 2005
By: Travis Torreyson
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TABLE OF CONTENTS

TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	4
TARIFF FORMAT	5
APPLICATION OF TARIFF	6
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	7
SECTION 2 - RULES AND REGULATIONS	9
SECTION 3 - DESCRIPTION OF SERVICES AND RATES	21

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - Changed regulation.

D - Delete or discontinue.

I - Change resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New.

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Infinity Networks, Inc. for use by inmates in correctional institutions within the State of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Infinity switching center or designated point of presence.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Commission - The Kentucky Public Service Commission.

Company or Carrier - Infinity Networks, Inc., unless otherwise clearly indicated by the context.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - For service provided to Correctional Institutions, the Customer is the entity that enters into a contractual arrangement with the Company. For presubscribed services, the End User is the Customer.

End User - Any person who uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment for the services utilized.

Infinity - Used throughout this tariff to mean Infinity Networks, Inc.

Inmates - The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Pay Telephone - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions.

Subscriber - The correctional institution which orders or uses Infinity's service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Infinity

Infinity's services and facilities are furnished for communications originating at correctional or confinement institutions within the state of Kentucky. The terms of this tariff apply to Infinity's intrastate calls.

Infinity provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Infinity may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the Infinity services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 Infinity provides calling services to inmates of confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

2.2.3 Infinity reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, Con't.

2.2.5 All facilities provided under this tariff are directly or indirectly controlled by Infinity Networks, Inc. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.2.6 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

2.4 Liabilities of the Company

2.4.1 Infinity's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, Con't.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits and Advance Payments

2.5.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules and the provisions of 807 KAR 5:006 §7.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

Interest on deposits held will be paid annually at the interest rate prescribed by the Commission, unless the Customer's account is delinquent on the anniversary date of the deposit, in accordance with the provisions of 807 KAR 5:006 §7(6). Interest may be paid by refund or credit to the Customer's bill.

2.5.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, Infinity reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6.1. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: $0.50

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (2)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Infinity and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission. Terminal equipment may be configured to allow a consolidation of lines up to a maximum of three phones to one access line.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by Infinity. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received in writing by the Company within forty-five (45) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____ 501
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Interconnection

Service furnished by Infinity may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with Infinity's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company

2.10.1 Infinity may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:

A. For failure of the Customer to pay a bill for service when it is due.

B. For failure of the Customer or Subscriber to make proper application for service.

C. For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.

D. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.

E. For Subscriber's breach of the contract for service between the Company and the Subscriber.

F. For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.

G. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, Con't.

2.10.2 Infinity may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:

A. In the event of tampering with the Company's equipment.

B. In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.

C. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

D. In the event of fraudulent use of the service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.12 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 501
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides resold long distance services and operator assisted services originating from correctional facilities for communications originating and terminating within the State of Kentucky. The Company's services are available twenty-four (24) hours per day, seven (7) days a week.

Customers and/or End Users are charged individually for each call placed through the Company's network. Charges may vary based on individual contracts between the Company and Institutions. Charges may vary by service offering, and/or call duration.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the usage of the Company's service. Timing of each call begins when a communications path is established and ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.

3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.2.3 Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.

3.2.4 The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place collect calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by Infinity. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

3.3.1 For services provided to Inmates of Institutions, the following special conditions apply:

A. Calls to "900", "976" or other pay-per-call services are blocked by Infinity.

B. At the request of the Institution, Infinity may block Inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).

C. At the request of the Institution, Infinity may block Inmate access to "911", "411", or local operators reached through "0-" dialing.

D. At the request of the Institution, Infinity may block Inmate access to specific telephone numbers.

E. Availability of Infinity's services may be restricted by the Institution to certain hours and/or days of the week.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____ 501
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling, (Cont'd.)

3.3.1 (Cont'd.)

F. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning Infinity's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.

G. At the request of the Institution, Infinity may impose time limits on local and long distance calls placed using its services.

H. At the request of the Institution, equipment may be provided which permits monitoring of Inmate calls by legally authorized government officials.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling, (Cont'd.)

3.3.2 Institutional Collect-Only Calling Service Rates and Charges

The following rates apply to outbound automated operator assisted collect calls placed by inmates in correctional institutions. The minimum call duration for billing purposes is one (1) minute.

A. Rates and Charges

1. Local Rates and Charges

Per Minute Rate	$0.00
Surcharge, per call	$1.85

2. IntraLATA Rates and Charges

Per Minute Rate	$0.23
Surcharge, per call	$1.50

3. InterLATA Rates and Charges

Per Minute Rate	$0.28
Surcharge, per call	$1.50

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9(1)

By _____)501a
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Infinity Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Correctional Institutions. This service is designed for those whose credit history is inadequate to receive collect calls as well as for those who simply wish to budget their inmate calls.

Calls are made by dialing either a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered. Two options are available with Prepaid Institutional Calling Services as described following.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the account holder. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is $25.00.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her commissary account to their telephone account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or prepaid/debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Correctional Institutions. A prepaid account is set up by the Company for the Customer. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.2 Prepaid Institutional Calling Services - Rates and Charges - Option 1

A. IntraLATA Rates and Charges for Prepaid Collect and Debit

Per Minute Rate	$0.25
Per Call Charge	$0.75

B. InterLATA Rates and Charges for Prepaid Collect and Debit

Per Minute Rate	$0.30
Per Call Charge	$1.15

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OF KENTUCKY
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1/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 3 -DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Miscellaneous Rates and Charges

3.5.1 Bill Statement Fee

An undiscountable fee will apply to Customer's telephone bill each month in which local or long distance collect calls are accepted and billed on the Customer's local telephone bill. This fee is for the purpose of offsetting Company's billing and regulatory expenses associated with the services offered. This fee will be charged once per billing period regardless of the number of calls accepted. The fee will not apply in any billing period in which no collect calls are accepted. This fee does not apply to prepaid services paid for by commercial credit card or other means, or for prepaid services billed directly to the Customer by the Company.

Single Bill Statement Fee, per month where applicable $1.95

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1/11/2006
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SECTION 9 (1)
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