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INMATE SERVICES TARIFF

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TELECOMMUNICATIONS TARIFF

OF

**D.C. TeleSystems, LLC**

Toll Free Customer Service Number: 800-313-5245

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by D.C. TeleSystems, LLC 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.

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INMATE SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

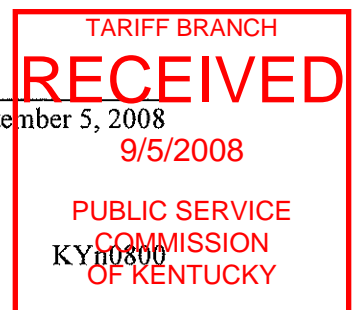
PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
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7	Original	*
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\* - indicates those pages included with this filing

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INMATE SERVICES TARIFF

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**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 D.C. TeleSystems, LLC for use by inmates in correctional institutions within the State of Kentucky subject to the jurisdiction of the Kentucky Public Service Commission.

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

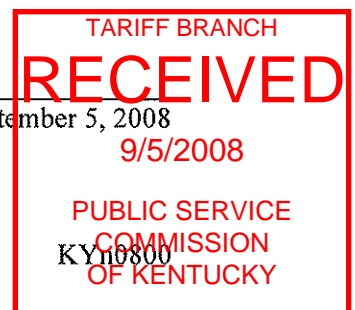
- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. 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.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- 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). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Subscriber's location to a Company 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.

**Customer or End User** - The person, firm, corporation or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** - D.C. TeleSystems, LLC, unless otherwise clearly indicated by the context.

**Commission** - Kentucky Public Service Commission.

**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.

**Inmates** - The jailed or confined population of correctional or confinement institutions.

**LEC** - Local Exchange Company.

**Subscriber** - The correctional institution which orders or uses the Company'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.

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INMATE SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company'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 the Company's intrastate calls.

The Company 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. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Subscriber's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution,

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

2.2 Limitations

- 2.2.1 The Company 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 The Company 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.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company 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.

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

2.4 Liabilities of the Company

- 2.4.1 The Company'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.
- 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.

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

**2.5 Deposits and Advance Payments**

**2.5.1 Deposits**

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, the Company 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.

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

2.6 Taxes

All state and local taxes (i.e., 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: \$0.55

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

2.7 Payment for Service

2.7.1 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 the Company. 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).

2.7.2 Disputed Charges

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 indicates that such changes are appropriate.

2.7.3 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, or offer a prepaid account to the Customer.

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.

2.7.4 Return Check Charge

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

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

**2.8 Refusal or Discontinuance by Company**

**2.8.1** The Company 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.

**2.8.2** The Company 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.

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

**2.9 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.

**2.10 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.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

**3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

**3.2.2** Chargeable time for a call ends upon disconnection by either party.

**3.2.3** The minimum call duration and initial period for billing purposes is one minute.

**3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

**3.2.5** No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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INMATE SERVICES TARIFF

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

3.3 D.C. TeleSystems Institutional Automated Collect Operator Service

D.C. Telesystems provides Institutional Automated Collect-Only Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere in the State of Indiana. An automated system prompts the caller and the called party through user-friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by D.C. Telesystems' system.

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

A. Rates and Charges

1. Local Rates and Charges

Local Usage, Per call rate	\$0.00
Local Per Call Service Charge	\$1.85

2. Institutional Collect - IntraLATA Calls

IntraLATA Usage, Per minute rate	\$0.23
IntraLATA Per Call Service Charge	\$1.50

3. Institutional Collect - InterLATA Calls

InterLATA Usage, Per minute rate	\$0.28
InterLATA Per Call Service Charge	\$1.50

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

3.4 D.C. TeleSystems Prepaid Institutional Calling Services

3.4.1 General

D.C. Telesystems Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed to provide calling alternatives to: Called parties who subscribe to local exchange carriers that do not offer third party billing of collect calls; called parties whose credit history is inadequate to receive collect calls; inmates who wish to utilize their commissary funds for call placement; called parties who wish to budget their monthly expense for collect calls.

Prepaid Institutional Calling Services are not subject to the Deposit and Advance Payment provisions found in Section 2.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

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

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

3.4.2 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Debit Account is refundable upon request after release of the inmate from the Confinement Institution. 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.

A. Option A – Rates and Charges

1. Local Rates and Charges

Local Usage, Per call rate	\$0.00
Local Per Call Service Charge	\$1.85

2. Institutional Collect - IntraLATA Calls

IntraLATA Usage, Per minute rate	\$0.25
IntraLATA Per Call Service Charge	\$0.75

3. Institutional Collect - InterLATA Calls

InterLATA Usage, Per minute rate	\$0.30
InterLATA Per Call Service Charge	\$1.15

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

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

3.4.3 Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. 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 (Options A and B) may be replenished; the minimum initial deposit or replenishment amount is \$25.00.

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

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

3.4.3 Option B: Prepaid Collect Service

A. Option B – Rates and Charges

1. Local Rates and Charges

Local Usage, Per call rate	\$0.00
Local Per Call Service Charge	\$1.85

2. Institutional Collect - IntraLATA Calls

IntraLATA Usage, Per minute rate	\$0.25
IntraLATA Per Call Service Charge	\$0.75

3. Institutional Collect - InterLATA Calls

InterLATA Usage, Per minute rate	\$0.30
InterLATA Per Call Service Charge	\$1.15

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