

August 12, 2011 Via Overnight Delivery

RECEIVED

AUG 1 5 2011

PUBLIC SERVICE COMMISSION

Mr. Brent Kirtley, Tariff Branch Manager Kentucky Public Service Commission 211 Sower Blvd. Frankfort, KY 40602-0615

#### RE: Conversant Technologies, Inc. Request for Cancellation of Authority and Withdrawal of Tariff (Utility ID 5175300)

Dear Mr. Kirtley:

Please find the original and three (3) copies of this letter submitted on behalf of Conversant Technologies, Inc. to request immediate cancellation of its certificate of authority to operate in the state of Kentucky.

Conversant Technologies, Inc. does not currently provide service in Kentucky, and no longer plans to operate in this jurisdiction.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions you may have regarding this filing may be directed to my attention at (407) 740-3004 or via email to Rnorton@tminc.com

Sincerely,

bu x

Robin Norton Consultant to Conversant Technologies, Inc.

RN/lm

cc: Mike Smith - Conversant Technologies, Inc.file: Conversant - KYtms: KYn1101



## TELECOMMUNICATIONS TARIFF

OF

## **Conversant Technologies, Inc.**

Toll Free Customer Service Number: 888-524-5235

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by Conversant Technologies, Inc. ("CTI") 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.



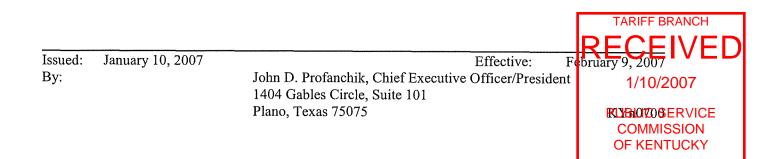
Issued: January 10, 2007 By:

## 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.

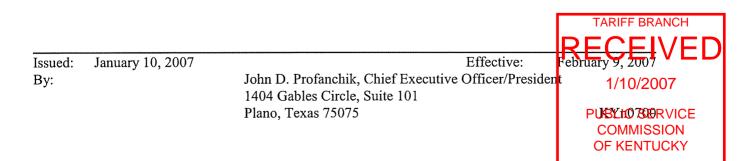
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\* - indicates those pages included with this filing.



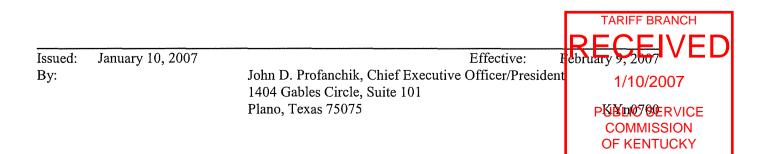
# TABLE OF CONTENTS

Title page	Title
Check sheet	1
Table of Contents	2
Application of Tariff	3
Service Area Map	3
Explanation of Symbols	4
Tariff Format	5
Section 1 - Technical Terms and Abbreviations	
Section 2 - Rules and Regulations	
Section 3 - Description of Services	16
Section 4 - Rates and Charges	
	22



## **APPLICATION OF TARIFF**

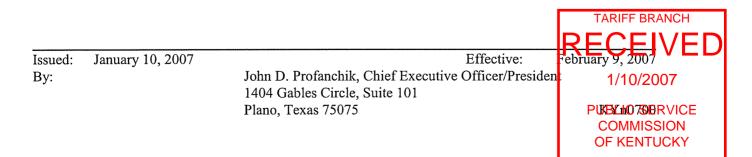
This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Conversant Technologies, Inc. for use by inmates in correctional institutions within the State of Kentucky subject to the jurisdiction of the Kentucky Public Service Commission.



## **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.

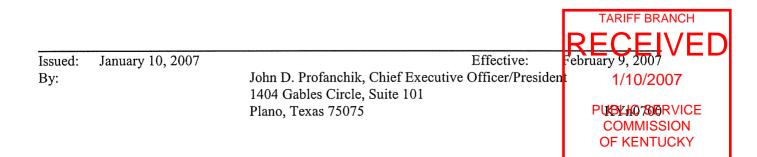


# TARIFF FORMAT

- 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 4th revised Page 14 cancels the 3rd 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.



## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Collect Call** - A call billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Commission - Kentucky Public Service Commission.

Company - Conversant Technologies, Inc., unless stated otherwise.

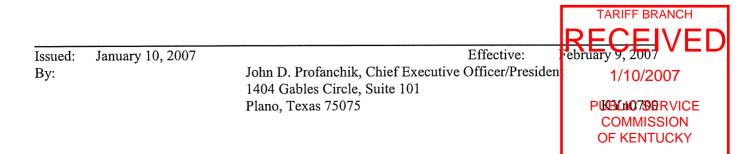
**Confinement or Correctional Institution** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Conversant Technologies for the provision of service for use by their inmate population.

CTI - Used throughout this tariff to mean Conversant Technologies, Inc.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**End User** - End Users of Conversant Technologies, Inc.'s service are inmates of Confinement Institutions or penal facilities who are authorized by the Institution to use such services.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.



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

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

Institution - See Confinement Institution.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

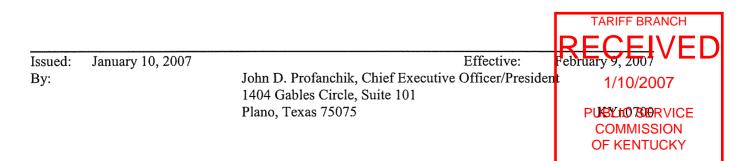
**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

Station to Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.



## **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Undertaking of Conversant Technologies, Inc.

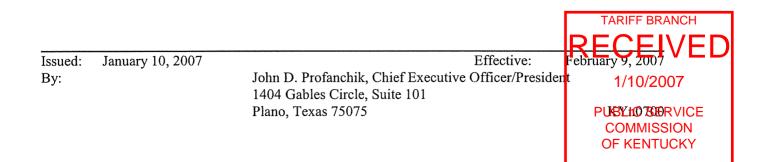
The Company's services and facilities are furnished for communications originating at correctional or confinement institutions within the state of Kentucky. The terms of this tariff apply to the Company's intrastate calls.

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, when authorized by the Customer, 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 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** 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 Conversant Technologies, 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.

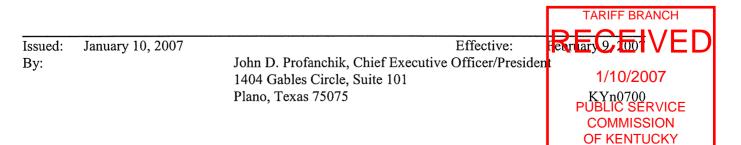


### 2.3 Use

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 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 (including services and facilities involved in emergency calling activity) 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.
- 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright 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, End User 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 caused by negligence of the Company.
- **2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.



## 2.4 Liabilities of Company, (Cont'd.)

- 2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro rata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.4.5 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

## 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.

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.

## 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.



#### 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).

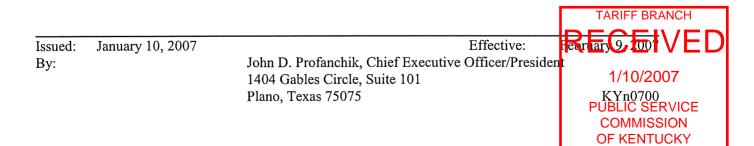
Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed 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: \$0.75

### 2.7 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customerprovided 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 the Company 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.



### 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 the Customer. 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

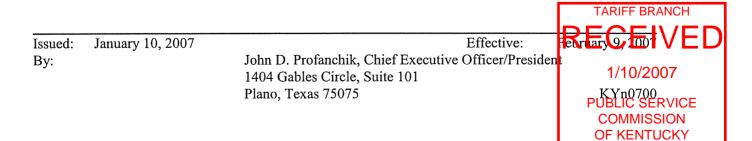
For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

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.

### 2.8.3 Validation of Credit

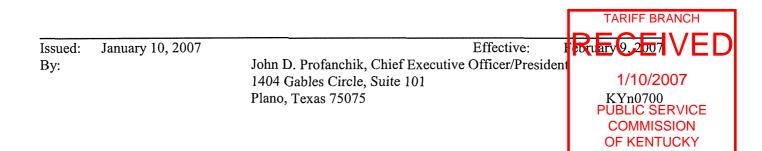
The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may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



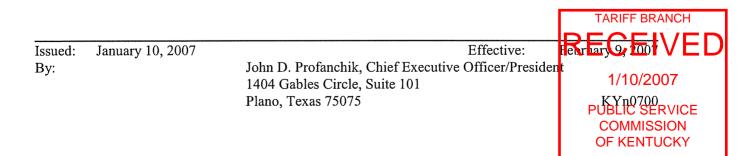
#### 2.9 Interconnection

Service furnished by the Company 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 the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.



#### 2.10 Refusal or Discontinuance by Company

- **2.10.1** CTI 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-ofway 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.
- **2.10.2** CTI 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.

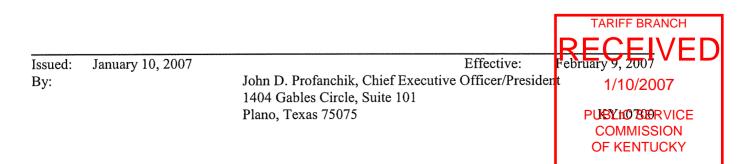


### 2.11 Inspection, Testing and Adjustment

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.



## **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 General

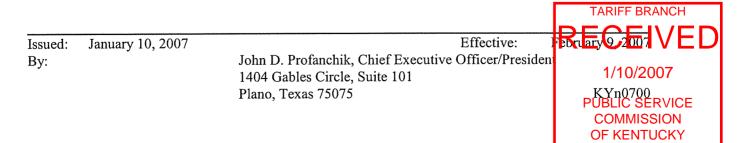
Conversant Technologies, Inc. provides Collect Calling Service to Institutions throughout Kentucky for intrastate calling by inmates. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, class of call and/or call duration. Customers are billed based on their use of Conversant Technologies' services and network. No installation charges apply.

### 3.2 Timing of Calls

Billing for calls placed over the Conversant Technologies, Inc.'s network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- **3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- **3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Conversant Technologies, Inc. will reasonably issue credit for the call.

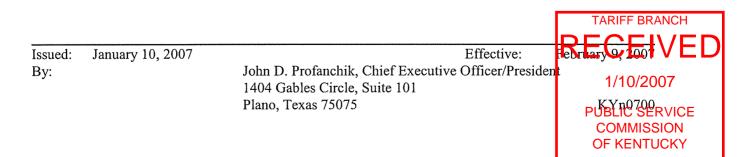


## 3.3 Special Conditions for Inmate Services

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

For services provided to Inmates of Confinement Facilities, the following special conditions apply:

- a. At the request of the Confinement Facility, CTI may block inmate access to "800", "888", "950-XXXX", "10XXXX" numbers and other carriers or operator service providers.
- b. At the request of the Confinement Facility, CTI may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- c. At the request of the Confinement Facility, Conversant may block inmate access to specific telephone numbers.
- d. Availability of the Company's services may be restricted by the Confinement Facility to certain hours and/or days
- e. No notices or signage concerning the Company's services will be posted with its instruments. Information concerning CTI's services is provided to the administration of each Confinement Facility where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.
- f. At the request of the Confinement Facility, the Company may place time limits on local and long distance calls placed using its services.
- g. At the request of the Confinement Facility, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- h. Calls to "900", "976" or other pay-per-call services are blocked by the Company.



#### 3.4 Call Charges

- **3.4.1** Long distance usage charges are based on the actual usage of Conversant Technologies Inc. network.
- **3.4.2** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute. For billing purposes, call timing begins when the called party accepts responsibility for payment of charges. Call timing ends when the connection is terminated.
- **3.4.3** Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

#### 3.5 Miscellaneous Charges

### 3.5.1 Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable billing cost recovery fee will apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

### 3.5.2 Damaged Equipment Cost Recovery Charge

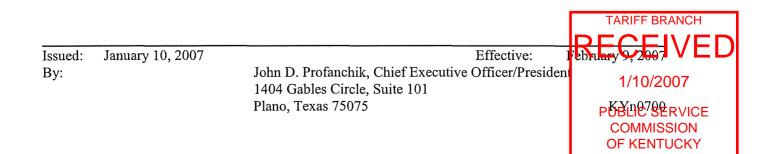
At the request of the correctional facility, this charge will apply to automated collect calls which are placed by inmates of the facility when such calls are provided through the Company's own processing equipment at that facility. The purpose of the charge is to recover the costs of repair to the phone equipment as a result of damage caused by inmates housed at the correctional facility. This charge will apply in addition to all applicable usage charges and operator assistance service charges specified herein.



## 3.6 Institutional Collect Calling Service

Conversant Technologies Inc.'s Collect Calling Service is provided for use by inmates of Confinement Institutions within the state of Kentucky. Service is offered under this tariff to Institutions throughout Kentucky for intrastate calling by inmates. Interstate service is offered in conjunction with intrastate service.

Per-minute usage sensitive charges, as well as a per-call operator service charge, apply. Calls are billed in full minute increments.



### 3.7 Prepaid Institutional Calling Services

#### 3.7.1 General

Conversant's Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions.

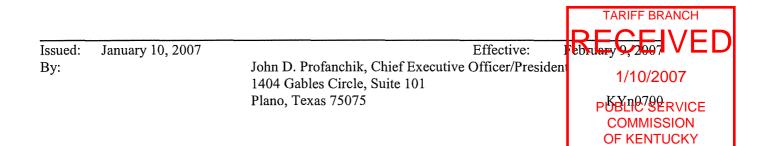
Prepaid Institutional Calling Services are not subject to the Deposit and Advance Payment provisions found in Section 2.

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 may be replenished; the minimum initial deposit or replenishment amount is \$70.00.

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.



## 3.7 Prepaid Institutional Calling Services, (Cont'd.)

3.7.1 General, (Cont'd.)

## A. Option A: Prepaid Debit Account

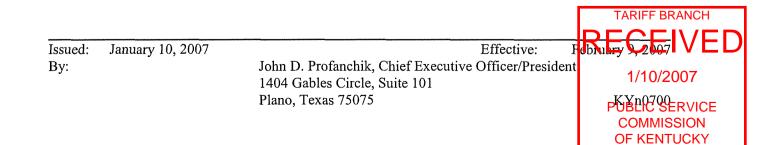
With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account, via 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 use by individuals who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company. 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.



## **SECTION 4 - RATES AND CHARGES**

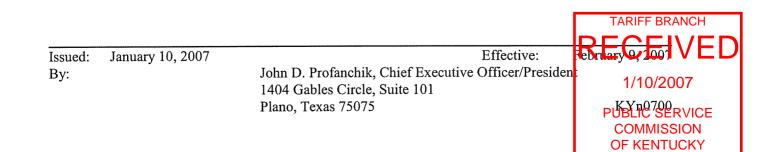
#### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of Conversant Technologies, Inc.'s services.

#### 4.2 Miscellaneous Charges

4.2.1	Billing Cost Recovery Fee	
	Billing Cost Recovery Fee, per month where applicable	\$2.49
4.2.2	Damaged Equipment Cost Recovery Charge	
	Charge per call	\$0.85



## SECTION 4 - RATES AND CHARGES, (CONT'D.)

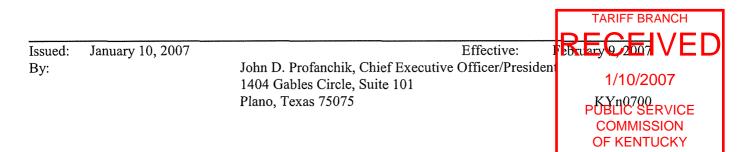
#### 4.3 Institutional Collect Service Rates

The following rates apply to outbound collect operator assisted calls placed by inmates in correctional institutions using the Conversant Technologies, Inc. network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

### 4.3.1 Institutional Collect-Only

А.	Local Calls	
	Local Usage Charge, per call	\$0.50
	Local Per Call Service Charge	\$2.50
В.	IntraLATA Calls	
	IntraLATA Usage Charge, per minute	\$0.23
	IntraLATA Per Call Service Charge	\$1.50
С.	InterLATA Calls	
	InterLATA Usage Charge, per minute	\$0.28

InterLATA Per Call Service Charge



\$1.50

## SECTION 4 - RATES AND CHARGES, (CONT'D.)

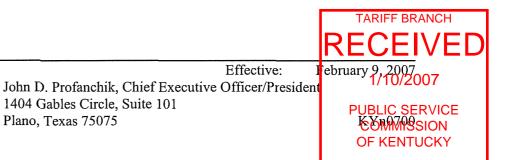
## 4.4 Prepaid Institutional Calling Services

## 4.4.1 Plan A

Prepaid Institutional Calling Plan A rates and charges apply as follows:

## A. Prepaid Debit – Plan A

<b>Local Calls:</b> Local Usage Charge, per call	\$0.50
Local Per Call Service Charge	\$2.50
IntraLATA Calls: IntraLATA Usage Charge, per minute	\$0.23
IntraLATA Per Call Service Charge	\$1.50
InterLATA Calls:	
InterLATA Usage Charge, per minute	\$0.28
InterLATA Per Call Service Charge	\$1.50



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By:

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

### 4.4 Prepaid Institutional Calling Services, (Cont'd.)

## 4.4.1 Plan A, (Cont'd.)

## B. Prepaid Collect – Plan A

\$0.50
\$2.50
\$0.23
\$1.50
•
\$0.28
\$1.50

