

**This tariff, Combined Public Communications, LLC, Kentucky Tariff No. 2 , replaces in its entirety, Combined Public Communications, Inc., Kentucky Tariff No. 1, which is currently on file with the Commission.**

TELECOMMUNICATIONS TARIFF  
OF  
**Combined Public Communications, LLC**

This Tariff contains the service descriptions and rates applicable to the furnishing of telecommunications services offered by Combined Public Communications, LLC within the Commonwealth of Kentucky.

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100 Aqua Drive  
Cold Spring, KY 41076

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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| Title       | Original        | * | 25          | Original        | * |
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\* - indicates those pages included with this filing

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**EXPLANATION OF SYMBOLS**

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

- (C) - To signify Changed Regulation.
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a rate
- (M) - Moved from Another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a rate
- (S) - Matter Appearing Elsewhere or Repeated for Clarification
- (T) - Change in Text But No Change to Rate or Charge
- (Z) - Correction

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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 Sheet 14 cancels the Original Sheet 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**

**Ancillary Service Charge** – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the Inmate is the Authorized User.

**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.

**Commission** - The Kentucky Public Service Commission.

**Company or Carrier** - Combined Public Communications, LLC, unless otherwise clearly indicated.

**Confinement Institution** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Combined Public Communications, LLC for the provision of service for use by their Inmate population.

**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.

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

**Inmates** - The confined population of Institutions.

**Jail** – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

**Pay Telephone** - Telephone instruments provided by the Customer or Institution for use by its guests, patrons, visitors, transient third parties or for use by Inmates of Confinement Institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Prison** – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's services and facilities are furnished to inmates of correctional institutions for communications originating and terminating within the Commonwealth of Kentucky. The Company's services and facilities are furnished for communications originating at specified points within the Commonwealth of Kentucky under terms of this Tariff.

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 Customer shall be responsible for all charges due for such service arrangement.

The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This Tariff is applicable to telecommunications services provided by the Company within the Commonwealth of Kentucky.

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

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.2 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be no greater than three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

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.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**2.3.3 Advance Payments**

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.

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

**2.3 Payment and Credit Regulations, (Cont' d.)**

**2.3.4 Payment Due Date and Late Payment Charges**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance. A penalty charge will not be applied to a prior penalty amount.

**2.3.5 Return Check Charge**

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Kentucky Public Service Commission regulations.

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

**2.4 Taxes and Fees**

- 2.4.1** For Debit Card calls, if offered, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
  
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
  
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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

**2.4 Taxes and Fees, (Cont'd.)**

**2.4.3, (Cont'd.)**

**A. Pay 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. The Pay Telephone 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 service and is unrelated to the Company's 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 Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the 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 that the originating station is an eligible pay telephone.

The 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 \$0.30

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

**2.5 Refunds or Credits for Service Outages or Deficiencies**

**2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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

**2.5 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.5.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.6 Liabilities of the Company**

**2.6.1** 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 or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

**2.6.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

**2.6 Liabilities of the Company, (Cont'd.)**

- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4** The Company will provide credit on charges disputed by Customer verbally or in writing that are verified as incorrect by Company. If objection is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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

**2.7 Refusal or Discontinuance by Company**

**2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk.

**2.7.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A.** Upon ten (10) days' written notice, for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** Upon ten (10) days' written notice, for neglect or refusal to provide reasonable access to The Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents, after negotiations for corrective action have failed.
- D.** Upon ten (10) days' written notice, for noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, after reasonable efforts to obtain Customer compliance have failed.

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

**2.7 Refusal or Discontinuance by Company, (Cont'd.)**

**2.7.2 Cont'd.**

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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

**2.8 Limitations of Service**

- 2.8.1** Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3** 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.
- 2.8.4** The Company reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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

**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited.

**2.10 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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

**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.12 Restoration of Service**

Restoration of service shall be accomplished in accordance with Kentucky Public Service Commission and FCC rules and regulations.

**2.13 Other Rules**

**2.13.1** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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

**3.1 General**

Combined Public Communications, LLC provides Pay Telephone and operator assisted calling services for use by Inmates of prisons, jails or other Confinement Institutions for communications originating and terminating within the Commonwealth of Kentucky. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of The Company's services and network. No installation charges apply. Where service is provided on a sent-paid basis by deposit of coins or other currency, the Company will round up call charges to the next \$0.05 increment.

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

**3.2 Timing of Calls**

Billing for calls placed using the Company 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, the Company will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICES 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 The Company. 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.

For services provided to inmates of institutions, the following special conditions apply:

**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 the Company.
- B.** At the request of the Institution, the Company 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, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- D.** At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- E.** Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.

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

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

**3.3.1** For services provided to Inmates of Institutions, the following special conditions apply (continued):

- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company'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, the Company 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.

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

**3.4 Prepaid Institutional Service**

**3.4.1 Description of Service**

Prepaid Institutional Service provides alternative methods for inmates in Confinement Institutions and their families to communicate with each other. Prepaid Institutional Service calls are originated by inmates in confinement institutions. Calls are made by dialing 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 account options are available. The first option, the Commissary Card Account, allows the inmate (via the Institution personnel) to set up his/her own prepaid account at the Confinement Institution; the second option, the Customer Account, allows the called party who receives collect calls from inmates (Customer) to set up his/her own prepaid account.

**A. Option A: Commissary Card Account**

With a Commissary Card Account, a prepaid account is set up by the Company with the Institution's commissary. The inmate may purchase a card in any denomination. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service. 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.

Applicable rates for service are printed on the card. The inmate may make calls up to the total amount purchased on the card. Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining on the card.

No minimum service period applies. Available Usage on the Customer's card is non-refundable, except in the event a call is unable to be completed due to equipment failure. Cards are not renewable. All calls must be charged against a card that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the card is insufficient to continue the call.

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

**3.4 Prepaid Institutional Service, (Cont'd.)**

**3.4.1 Description of Service, (Cont'd.)**

**B. Option B: Customer Account - Direct Pay**

With a Customer account, the Company is notified by parties (Customers) who receive collect calls from inmates in Confinement Institutions that they wish to establish a prepaid account. A prepaid account is then set up by the Company for the Customer. After the account is established, the inmate will receive an authorization code, and instructions for accessing and using the service. 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 inmate may make calls up to the total amount in the prepaid account Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining in the account. 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 in the Account is insufficient to continue the call.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution. 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.

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

**3.4 Prepaid Institutional Service, (Cont'd.)**

**3.4.2 Prepaid Institutional Service Rates and Charges**

**A. All Prepaid Services**

The following rates include all taxes, surcharges, and fees, and apply to all intrastate calls.

**1. Local Services Rates and Charges**

Rate Per Minute: \$0.20

**2. IntraLATA and InterLATA Services Rates and Charges**

Rate Per Minute: \$0.20

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

**3.5 Prepaid Card Service**

With Prepaid Card Service, cards may be purchased directly from the Company, usually via a vending machine located at the facility. Cards may be purchased in any denomination between \$5.00 and \$30.00. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service.

The Company's system automatically informs the caller of the Available Usage Balance remaining on the Prepaid Card, 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. With Prepaid Card Service, applicable state taxes and fees are included in the rates and charges for calling service.

Prepaid Cards purchased under this service are non-renewable. Unused balances may not be used following release from the Confinement Institution. Unused balances are refundable upon request.

**3.5.1 Rates and Charges**

The following rates include all taxes, surcharges, and fees, and apply to all intrastate calls.

**A. Local Usage Rates**

Rate per minute: \$0.20

**B. Intrastate Long Distance Rates**

Rate per minute: \$0.20

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

**3.6 Ancillary Service Charges**

**3.6.1 Automated Payment Fees (where available)** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees            \$3.00

**3.6.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee                        \$5.95

**3.6.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees        \$2.00

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**SECTION 4 - CONTRACTS**

**4.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Confinement Institution and Company and may include discounts on rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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