

FILE



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June 13, 2008
Via Overnight Delivery

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

RE: First Data Request, Case No. 08-656-TP-ACE
Amended Tariff Pages submitted on behalf of D.C. Telesystems, LLC

Dear Ms. Jenkins:

Enclosed for filing please one (1) original and seven (7) copies of amended tariff pages submitted at the request of staff in connection with the above referenced proceeding.

The following tariff pages are included with this filing:

Original Page 1	Adds Case No.
Original Page 11	Added text;
Original Page 12	Revised text;
Original Page 14	Revised text;
Original Page 15	Revised text;
Original Page 17	Changed text and deleted sub paragraph 2.8.1;
Original Page 18	Added text.
Original Page 21	Revised text;
Original Page 22	Revised text;

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 regarding this filing may be directed to my attention at (407) 740-3004 or via email at rnorton@tminc.com. Thank you for your assistance.

Sincerely,

Robin Norton, Consultant to
D.C. Telesystems, LLC

RN/lm

Enclosures

cc: Barbara LaFollette
file: D.C. Telesystems - OH
tms: OHn0800a

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Date Processed 6/16/08

INMATE SERVICES TARIFF

Regulations and Rates

of

D.C. TELESYSTEMS, LLC

RESALE TELECOMMUNICATIONS SERVICES

Case No. 08-656-TP-ACE

This tariff includes the rates, charges, terms and conditions of service for the provision of alternative operators services to Customers by D.C. Telesystems, LLC between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of D.C. Telesystems, LLC, located at 6401 Odana, Road, Madison, WI 53719.

Issued:

By:

Barbara LaFollette, President
6401 Odana Road
Madison, WI 53719

Effective:

Case No.: 08-656-TP-ZTA

OHn0800a

INMATE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** 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.
- 2.5.2** 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.
- 2.5.3** 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.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5** The approval by the P.U.C.O. of the foregoing language in this tariff does not constitute a determination by the P.U.C.O. that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the P.U.C.O. recognizes that since it is a court's responsibility to adjudicate negligent and consequent damage claims it is also the court's responsibility to determine the validity of the limitation of liability thereof.

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INMATE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service****2.6.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- B. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- C. A delinquent account may subject the Customer's service to temporary suspension of service.
- D. Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- E. The Company will not knowingly bill for unanswered calls. In the event that an unanswered call is inadvertently billed, the Company will cancel all such charges upon request or will credit the account of the Billed Party.
- F. In the event the Customer is overbilled, an adjustment will be made to the account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- G. Customers who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio Customer Education & Contact Division.

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INMATE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service, (Cont'd.)****2.6.3 Deposits**

- A.** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the MTSS Rules 4901:1-5.
- C.** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit plus interest, if any, or credit it to the Customer's account.
- D.** Deposits held will accrue interest annually at a rate determined by the Company of at least five (5) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Commission rules.

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INMATE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service, (Cont'd.)****2.6.4 Return Check Charge**

A return check charge of \$25.00 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 Commission regulations.

2.6.5 Billing Dispute

- A.** Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments to Customer's account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** Customers may contact the Company's business office at the following toll-free number: 800-313-5245, or in writing at D.C. Telesystems, LLC, 6401 Odana Road, Madison, WI 53719.
- C.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43226-0573
Telephone: 614-466-7532
Toll Free: 800-686-7826

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INMATE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Taxes and Fees**

The Customer is responsible for the payment of all state and local taxes, surcharges, utility fees, or other similar fees that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to be included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI.

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INMATE SERVICES TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, (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 Ohio. 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.

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INMATE SERVICES TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, (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 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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INMATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.9 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions in accordance with the Minimum Telephone Service Standards as stated in O.A.C. §4901. Service disconnected or suspended under the following conditions will be reconnected in accordance with O.A.C. §4901.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service.
- B. In accordance with O.A.C. §4901, the Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
 - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Upon refusal by the Customer to permit the Company access to its facilities;
 - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.
- C. In accordance with O.A.C. §4901, the Company may, without notice, suspend service when any of the following conditions exist:
 - 1. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
 - 2. In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
 - 3. In the event of Customer tampering with equipment owned by or services provided by the Company.
- D. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5) (MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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