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FILE

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A Professional Limited Liability Company

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09-610-TP-HTH  
90-5240-CF-TRF

56

July 21, 2009

*Via Overnight Mail*

Chief Clerk  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

PUCO

2009 JUL 22 AM 10:23

RECEIVED-DOCKETING DIV

RE: Pay Tel Communications, Inc.  
Replacement Tariff No. 1


Dear Sir or Madam:

Enclosed please find an original and ten (10) copies of the replacement tariff No. 1 for Pay Tel Communications, Inc. This tariff replaces all previous versions in their entirety.

An additional copy of this filing has been enclosed to be file-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to call.

Sincerely,



Becky Heggelund

Enclosures

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 Am Date Processed 7/22/09

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of Pay Tel Communications )  
to Submit a Replacement Tariff )  
)

TRF Docket No. 90- 5240-CT-TRF  
Case No. 09-610-TP-ATA  
NOTE: Unless you have reserved a Case # or are filing a Contract,  
leave the "Case No" fields BLANK.

Name of Registrant(s) Pay Tel Communications, Inc.  
DBA(s) of Registrant(s) none +  
Address of Registrant(s) 4230 Beechwood Drive, Greensboro, NC 27410 +  
Company Web Address www.paytel.com  
Regulatory Contact Person(s) Tim Smith + Phone (336) 346-1678 Fax (336) 346-1127  
Regulatory Contact Person's Email Address tsmith@paytel.com +  
Contact Person for Annual Report same as above Phone \_\_\_\_\_  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Debbie Jones + Phone (800) 729-8352  
Address (if different from above) same as above  
Motion for protective order included with filing? ☐ Yes ☐ No  
Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input checked="" type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		ATA
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

**Section III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Pay Tel Communications Inc. and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 7-21-09 at (Location) Metairie, Louisiana

\*(Signature and Title) Besby Heggenland (Date) 7-21-09

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Besby Heggenland  
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) Besby Heggenland (Date) 7-21-09

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**Send your completed Application Form, including all required attachments as well as the required number of copies, to:**

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

**Or**

**Make such filing electronically as directed in Case No 06-900-AU-WVR**

## **Exhibit A**

### **Existing Tariff**

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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This tariff contains regulations and rates for  
Inmate Telecommunications Services furnished by  
Pay Tel Communications, Inc. between points in  
Ohio, as specified herein.

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Issued: July 31, 1996

Effective: July 31, 1996

ISSUED BY: Vincent Townsend  
President  
Pay Tel Communications, Inc.  
9A Oak Branch Drive  
Greensboro, N.C. 27407

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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Sheets 1 through 20 inclusive, of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of each page.

<u>PAGE</u>	<u>REVISION</u>
All	Original

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

**TARIFF FORMAT**

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 2 and 3 would be numbered 2.1.

**Explanation of Symbols** - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rates.
- M - To signify material relocated from one page to another without change.
- N - To signify new rate, regulation or text.
- R - To signify reduced rates.
- S - To signify reissued material.
- T - To signify a change in text, but no change in rate or regulation.
- Z - To signify a correction.

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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1. GENERAL TERMS AND CONDITIONS

1.1 Definition of Terms

Advance Payment - Pre-payment for collect call services rendered.

Automated Collect Inmate Telecommunications Services - Calls whereby the customer in a Confinement Facility dials the called number and the call is billed to the called number (collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Billed Party - The party responsible for payment of charges applicable to intrastate calls placed using the Company's services.

Billing Agent - An entity which contracts with local exchange carriers to provide billing and collection services on behalf of its customers, including the Company.

Call Processing System - Customer premise equipment registered with the Federal Communications Commission that automates the placement of collect calls, including recordation of billing information.

Called Station - The terminating point of a call (i.e. the called number).

Client - The Confinement Facility Administration or the government entity with which the Company has contracted to provide Service.

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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Collect Call - A payment arrangement whereby the called station is the billed party for calls placed over the Company's service.

Commission - The Public Utilities Commission of Ohio.

Company - Unless otherwise indicated, Pay Tel Communications, Inc. or "Pay Tel".

Completion of a Collect Call - A call is completed when the call is accepted at the called station.

Confinement Facility - Any city, county, state or federal jail or prison that houses inmates.

Credit Limit - A dollar value of accepted collect call charges beyond which is deemed to be an at risk collection.

Customer - An individual or entity who places calls, or who accepts responsibility for payment of charges, for calls, handled by the Company.

Direct Bill Customer - A Customer classification reserved for Customers that accept collect call charges in excess of established credit limits.

Inmate Telephone - A telephone instrument (coinless) that can allow an inmate to place collect calls through a Call Processing System.

Inmate Automated Collect Service Charge - An automated operator assisted collect call surcharge applied to InterLATA calls originating from a Confinement Facility serviced by the Company. This Service responds to the special needs of the Confinement Facility including, but not limited to, controls for duration of the call, time of day, number of calls placed per individual, permission restrictions, call blocking and restricted number lists.

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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Interexchange Carrier (IXC) - A company which furnishes interexchange telephone service.

Local Exchange Carrier (LEC) - A company which furnishes local exchange telephone service.

Station - Any location from which long distance calls may be placed or received.

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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1.2 General Rules and Regulations

a. Use of Service

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facility Administrators. The company may restrict or refuse service to any inmate at the request of Confinement Facility Administrators. Service may not be used in violation of any law or in violation of any provision of this tariff.

b. Liability

- (i) With respect to any claim by a Customer or by any other party for damages arising out of the installation, provision, termination, maintenance, repair or restoration of the Company's services or associated facilities and equipment, the Company's liability shall in no event exceed an amount equivalent to the charge to the Customer for the service affected.
- (ii) The Company shall be indemnified and held harmless by a customer against claims for libel, slander, or infringement of copyrights arising out of communications transmitted over the Company's channels; and against all other claims arising out of any act or omission of a Customer in connection with any service provided by the Company.
- (iii) The Company is not liable for any act or omission of a Confinement Facility or any other entity furnishing any facilities or services in conjunction with those of the Company.
- (iv) The Company does not guarantee or make any warranty with respect to any equipment

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any person or persons, and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

- (v) The Company shall not be liable for and shall be indemnified and held harmless by the Customer against any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person, or for any destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of other carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- (vi) The Company is not liable for damages to a Confinement Facility resulting from the furnishing of service including the installation and removal of equipment and

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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associated wiring, unless the damage is caused by the Company's negligence.

- (vii) The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, government orders, civil commotions, Act of God, or other circumstances beyond the Company's reasonable control.

**c. Limitations**

- (i) Service is offered subject to the availability of the necessary resold facilities and equipment and subject to the provisions of this tariff.
- (ii) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Client, Customer or Calling Party is using service in violation of provisions of this tariff, or in violation of the law.
- (iii) 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.
- (iv) All services and resold facilities provided under the tariff are directly or indirectly controlled by the Company and the Client may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- (v) Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES

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- (vi) Service may be limited at the discretion of the administration of the Confinement Facility.

**d. Payment Arrangements**

A payment method must be arranged prior to completion of a call. The Company has the capability to provide the following payment methods.

- (i) Collect Calls. This method allows a call to be billed to the called number, provided that someone at the called station accepts responsibility for payment of charges.
- (ii) Debit System. In some confinement facilities, a debit method may be available to some or all inmates on some or all calls. This method allows a call to be billed to a pre-established account for the called party or the inmate, provided that funds are available in the account to cover the charge for the call.
- (iii) Credit Limits. Customers are responsible for payment of charges for services furnished by the Company. Customers may be required to establish their identity or to provide additional information needed for billing purposes at any point. The use or attempted use of the Company's services without arranging payment for service or with the intent to avoid payment for service is prohibited. The Company reserves the right to establish credit limits and to validate the credit worthiness of Customers through appropriate verification procedures. Where a requested billing method cannot be validated, a Customer may be required to provide an acceptable alternative billing method or the Company may refuse to complete calls. The Company may refuse, restrict or interrupt service to Customers due to insufficient billing

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, *failure to keep the outstanding balance due below the credit limit* or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectables.

- iv) Direct Bill Customer Program. The Company reserves the right to place a "credit limit" or "cap" on the dollar amount of services that a single customer may accrue. This dollar limit may be established to be no higher than \$150 for any single billable telephone number. A Customer may be placed in the Direct Bill Customer Program if they accept \$50 or more of collect calls within a three day period.

When a Customer is identified as being over the established Direct Bill limit, the Customer is notified that further billing will be by the Company directly. The Company will obtain the address of the customer and begin the billing process from the date the Customer is classified as a Direct Bill Customer.

**Direct-Bill Customer Treatment:**

- 1) The Customer is notified in writing of the average cost of the calls, the inmate facility the calls are coming from, the Company's Credit Policy, and the Company's address and toll-free telephone number.
- 2) The Customer will be billed directly by the Company.

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- 3) If a Customer's bill exceeds the credit limit, then the customer's telephone number will be blocked from receiving collect calls until the Company receives payment on the account. If the Customer's anticipated usage for a thirty day period will exceed the established credit limit, the Customer can make an Advance Payment on the account to avoid the Customer's telephone number from being blocked. Payment shall be accepted in the form of a personal check, cashier's check, Western Union transfers or other certified funds.
- 4) If no payment is received and the account becomes 30 days past due, the account is then handled by inhouse collections. If the Customer fails to pay on the account, the account may be turned over to the Credit Bureau.
- 5) The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**e. Billing**

Charges due from a Customer for services furnished by the Company are payable to the Company, the local exchange telephone company, or other entity authorized by the Company or its billing agent to receive such payments. Payment and bill adjustment procedures may vary depending on the billing entity involved. Customers with questions about billed charges may contact the Company directly at 1(800)729-8355 or at the following address:

Pay Tel Communications, Inc.  
P.O. Box 8179  
Greensboro, N.C. 27419

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**f. Credit Allowances**

There shall not be a charge for unanswered and non-accepted collect calls. Upon receiving reasonable and adequate notification from a Customer of billing for any such call, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call. A credit allowance is also applicable when a call is interrupted due to poor transmission or involuntary disconnection caused by components of the Company's service. Upon receiving reasonable and adequate notification of such interruption, the Company, or its authorized agent will issue a credit to the Customer equivalent to one minute (i.e., the last minute of the call).

**2. DESCRIPTION OF SERVICE**

**2.1 General Description**

Service provided under this tariff is intrastate voice telecommunications service between points in Ohio. Originating points of service are limited to inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of inmates.

Inmate service consists of the provision of automated operator assistance in completing and arranging billing for calls, and the transmission of such operator assisted calls through the resale of transmission services of other carriers. Automated service is provided by means of a microprocessor which uses recorded or simulated voice prompts which guide the Customer through the process of completing a collect call. The microprocessor responds to the Customer's voice or input of information by automatically processing and transmitting the information as necessary to establish a valid billing procedure for the call and to complete the call.

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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In compliance with state regulations governing the provision of telecommunications services to inmates of Confinement Facilities and restrictions placed on the provision of such services by Confinement Facility Administrators, the Company's Inmate Telecommunications Services are provided as follows:

- a. Only automated collect calls, authorized or debit method calls may be placed.
- b. The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each telephone call, and again before the billed party incurs any charge for the call.
- c. The inmate and/or the party receiving the collect call can terminate the telephone call at no charge before the call is accepted.
- d. Disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- e. Call duration is limited to 10 minutes or such other time period as may be specified by State Regulation or Confinement Facility Administrators.
- f. Inmate access to interexchange carriers by 800, 950, and 10XXX dialing codes is prohibited to prevent fraudulent use of telecommunications services.
- g. Inmate access to directory assistance, emergency assistance, live operators, the Company's Customer Service number, 700 services, 900 services, and 976 services is prohibited by State Regulation to preserve security, protect the public and to prevent fraud.
- h. As necessary to preserve security and to protect the public, inmate access to certain telephone numbers specified by the Confinement Facility may be prohibited.

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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- i. The Company shall post notices in each Confinement Facility in plain view of inmates which states the Company's name and address.

**2.2 Limited Scope of Services**

This tariff does not apply to any services that may be offered by the Company, other than those described in Section 2.1, and does not apply to any services offered by other entities. This tariff applies only to services provided to Customers. The rights and obligations of the Company with respect to other parties, including government entities which operate Confinement Facilities, are defined by contracts, if any, with such parties and by applicable law.

**2.3 Availability of Service**

Each service offered in this tariff is available only at those inmate telephone locations where the Company has determined it is feasible to offer the particular service, subject to the availability of facilities and valid payment arrangements, and subject to any limits imposed by Confinement Facilities on access to inmate telephone service. Service to locations may be interrupted or discontinued when the Company determines that such interruption or discontinuance is necessary or appropriate due to emergencies, hazardous conditions, damage to or fraudulent use of equipment or facilities of the Company, termination of agreements with Confinement Facilities or other causes.

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

**3. RATES AND CHARGES**

**3.1 Determination of Charges**

Customers will be charged for each completed automated operator assisted call in accordance with the schedules of rates and charges set forth in this Section. The total charge assessed a Customer for a call shall be equal to the sum of the measured usage charge calculated under Sections 3.2 and 3.3 and the applicable operator assistance service charge under Section 3.4.

Charges to Customers for services described in this tariff begin when the called party accepts the collect call. Chargeable time ends when the calling party goes to an on-hook state long enough to release the connection or when the calling station receives a signal from the central office that the called station has released the connection.

**3.2 Measured Usage Charges**

The measured usage charge for an automated operated assisted call is assessed based on the distance of the call, time of day and call duration. All calls are billed for an initial one minute minimum period. Subsequent fractional minutes of use after the initial period are rounded up to the nearest full minute. The distance of a call shall be determined in accordance with the vertical and horizontal (V&H) coordinate methodology set forth in AT&T's FCC Tariff No. 100, which is incorporated herein by reference. Measured usage charges apply as set forth in the applicable schedule in Section 3.5.

**3.3 Time-Of-Day Rate Periods**

Rate periods are used to determine applicable measured usage charges for calls occurring at certain times of the day, as set forth in the applicable schedule in Section 3.5. For the initial one minute period, the rate period

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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applicable at the beginning of the minute applies to the entire minute. For additional minutes, the rate period applicable at the beginning of each minute applies to that minute.

**3.4 Operator Assistance Charges**

Operator assistance charges are fixed service charges assessed on each call depending on the billing method selected by the Customer. Operator assistance charges apply as set forth in the applicable schedule in Section 3.5.

**3.5 Schedule of Rates and Charges**

This section sets forth the rates and charges applicable to Inmate Telecommunications Services described elsewhere in this tariff. These services are available to inmates in Confinement Facilities from Company owned or operated inmate telephones. Rates and charges listed are applicable to local and intrastate services only.

**a. Measured Usage and Message Rate Charges**

The following are measured or message charges applicable to each call based on the type of call, distance of the call, time of day and call duration.

**(i.) Local Message Service**

The Company shall charge no more than the maximum Local Message Rate and the maximum Local Automated Collect Call Surcharge allowed by the tariff of the particular Local Exchange Carrier serving the area. These rates may vary by area and by LEC.

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES****(ii.) IntraLATA Service**

Per Minute Rates

Miles	DAY RATES		EVENING RATES		NIGHT/WKD RATES	
	1st Minute	Add. Minutes	1st Minute	Add. Minutes	1st Minute	Add. Minutes
0-10	\$0.3200	\$0.1600	\$0.1920	\$0.9600	\$0.1280	\$0.0640
11-22	\$0.4000	\$0.2200	\$0.2400	\$0.1320	\$0.1600	\$0.0880
23-55	\$0.4800	\$0.2800	\$0.2880	\$0.1680	\$0.1920	\$0.1120
56-124	\$0.5700	\$0.3700	\$0.3420	\$0.2200	\$0.2208	\$0.1480
125+	\$0.5800	\$0.3900	\$0.3480	\$0.2340	\$0.2320	\$0.1560

Maximum Per Call Service Charge:

Inmate Automated Collect (Station-to-Station)\$1.10

**(iii.) InterLATA Service**

Per Minute Rates

Miles	DAY RATES		EVENING RATES		NIGHT/WKD RATES	
	1st Minute	Add. Minutes	1st Minute	Add. Minutes	1st Minute	Add. Minutes
0-10	\$0.3200	\$0.1600	\$0.1920	\$0.9600	\$0.1280	\$0.0640
11-22	\$0.4000	\$0.2200	\$0.2400	\$0.1320	\$0.1600	\$0.0880
23-55	\$0.4800	\$0.2800	\$0.2880	\$0.1680	\$0.1920	\$0.1120
56-124	\$0.5700	\$0.3700	\$0.3420	\$0.2200	\$0.2208	\$0.1480
125+	\$0.5800	\$0.3900	\$0.3480	\$0.2340	\$0.2320	\$0.1560

Maximum Per Call Service Charge:

Inmate Automated Collect (Station-to-Station)\$2.50

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**OHIO INTRASTATE INMATE TELECOMMUNICATIONS SERVICES**

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**b. Time of Day Rate Periods**

The following are rate periods used to determine applicable measured usage charges as specified in Section 3.5.a.. For the following holidays; January 1, July 4, Labor Day, Thanksgiving Day and December 25, the Evening Rate will apply unless a lower rate would normally apply.

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 AM	DAY RATE PERIOD						
to							
5:00 PM							
5:00 PM	EVENING RATE PERIOD						
to							
11:00 PM							EVENING
11:00 PM	NIGHT AND WEEKEND RATE PERIOD						
to							
8:00 AM							

**c. Non-Sufficient Funds Check Charge**

The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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**Exhibit B**

**Proposed Changes**

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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TITLE SHEET

OHIO INMATE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Pay-Tel Communications, Inc., with the principal offices at 4230 Beechwood Drive, Greensboro, N.C. 27410. This tariff applies to services furnished within the state of Ohio. This tariff is on file with the Ohio Public Utilities Commission and may be inspected during normal business hours at the Company's principal place of business. A copy may also be obtained by visiting the Company's website, [www.paytel.com](http://www.paytel.com), or by writing the Company.

THIS TARIFF SUPERCEDES AND REPLACES ALL PREVIOUS VERSIONS.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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CHECK SHEET

SHEETS 1 THROUGH 28, INCLUSIVE OF THIS TARIFF ARE EFFECTIVE AS OF THE DATES SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS 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.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS

**Page Numbering** – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

**Explanation of Symbols** – When changes are made in any tariff sheet, a revised sheet will be issued cancelling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- To signify changed regulation
- D- To signify discounted rate or regulation
- I- To signify increased rate
- N- To signify new rate or regulation
- R- To signify reduced rates
- S- To signify reissued matter
- T- To signify a change in text but no change in rate or regulation
- M- To signify matter relocated without change
- Z- To signify a correction
- T- Change in text or regulation

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Alternative Local Telephone Service Providers – Carriers such as CLEC, VOIP, or Wireless Carriers that do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Telephone Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through the Company or Third Party Payment Processors.

Automated Call Processing System – Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Collect Inmate Telecommunications Services – Calls whereby an inmate in a Confinement Facility dials the called number and the call is billed to the called number (collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Billed Party – The individual who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Billing Service Company – A Company with billing and collection agreements with Local Exchange Carriers.

Called Party – The individual who receives an inmate collect call who can either accept or refuse the call.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called station, provided the called station accepts responsibility for such calls.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 1 – DEFINITIONS (continued)

Commission – Ohio Public Utilities Commission.

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Ohio Public Utilities Commission.

Company – Pay-Tel Communications, Inc.

Completion of a Collect Call – A call is completed when the call is accepted at the call station.

Confinement Facility – A local, state, or federal facility that has authorized the Company to provide inmate telecommunications services.

Customer – The person or legal entity that enters into payment arrangements with the Company for telecommunications services to send or receive calls.

Debit Calls – A service where the inmate may place calls using funds transferred from the Inmate's Trust Account.

Direct Bill Customer Program – A program available to those Customers whose calls cannot be billed through their Local Exchange Carrier or provided to those Customers who accrue a threshold amount of charges. An account is established with the Company by a Customer who completes a credit application and receives a satisfactory credit score. A credit limit is established and calls are billed by the Company directly to the Customer each week.

Family Connection Calling Plan™ – A plan available for Customers who open a prepaid account with the Company. The plan provides a discount on every call depending on the amount of the payment made by the Customer.

Fixed Service Charge – A fee, in addition to the underlying local call rate or long distance measured charge, for providing services when using the inmate telephone.

Incomplete Call – Any call where transmission between the calling and called station is not established (e.g., busy, no answer, billing refused, etc.).

Inmate – The individual who uses the Company's telephones and the Company's services to place a call. An inmate may, pursuant to the Prepaid Calling Cards and/or Debit Calling through Confinement Facility Commissary offerings described herein, be a Customer of the Company.

Inmate Telephone – A coinless telephone instrument conforming with the Ohio Public Utilities Commission Orders and Regulations governing such equipment.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 1 – DEFINITIONS (continued)

Inmate Trust Account – An Inmate Trust Account is an account established by the Facility where all funds belonging to an Inmate are placed and maintained.

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Local Call – a call originated and terminated within a single exchange or extended service area.

Local Exchange Carrier (“LEC”) – A certified telecommunications company that provides local exchange service to customers in the State of Ohio.

Measured Charge – A distance-sensitive charge assessed on a per-minute basis in calculating a portion of the charge due for a completed call.

MoneyGram Payment Processing Fee – An undiscountable fee charged to a Customer by MoneyGram each time the Customer chooses to make a cash payment through MoneyGram for an account with the Company.

Phone Payment Processing Fee – An undiscountable fee charged to a Customer by the Third Party Phone Payment Processor when the Customer chooses to make a payment using credit card, check/debit card or check over the phone for an account with the Company.

Prepaid Customer Account Program – A program available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider or provided to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier. An account is established with the Company by a Customer with an initial payment of \$25 or more. Charges for service provided by the Company are deducted on a per minute or per call real time basis from the Customer’s account.

Prepaid Card – A card issued by the Company which provides an inmate with a Prepaid Account, an Authorization Code, and instructions for accessing the Company’s network. An inmate purchases the prepaid card usage on a set prepaid basis from the Confinement Facility. Usage charges for Prepaid Card calls are deducted from the Prepaid Card on a real-time basis. Following release from a Confinement Facility, a Company Prepaid Card can be used to place additional prepaid calls until available funds are used or a refund can be requested by sending the card to the Company at the address printed on the card.

Regulatory Cost Recovery Fee – A charge, applied to a Billed Party’s bill during each billing period calls are billed, to recover costs associated with the Company’s administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 1 – DEFINITIONS (continued)

Third Party Payment Processors – The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors are Western Union Prepaid Services, MoneyGram, an Automated Phone Payment Processor, and a Website Online Payment Processor.

Toll Call – A call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended area service arrangement. These calls can be either intraLATA or interLATA long distance calls.

Website Online Payment Processing Fee – An undiscountable fee charged to a Customer by the third party Website Online Payment Processor when the Customer chooses to make a payment online using a credit card, check/debit card or check for an account with the Company.

Western Union Prepaid Service Payment Processing Fee – An undiscountable fee charged to a Customer each time the Customer chooses to make a cash payment through Western Union for an account with the Company.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's inmate telephone services are furnished for communications originating in Confinement Facilities within the State of Ohio.

The Company installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company furnishes its inmate telephone services for the benefit of Inmates housed in local, county, and state Confinement Facilities as well as for the benefit of the people Inmates call.

The Company's services are available twenty-four hours per day, seven days a week, subject to the rules of the Confinement Facility.

2.2 Limitations

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may prosecute those who use its services in violation of the law.

The Company may refuse, restrict, or interrupt service to Customers due to insufficient billing information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectibles.

All equipment located onsite in the Confinement Facility or at the Company operations centers, and necessary to provide services is owned and operated by the Company.

Service is restricted to permit placement of outward only automated collect, prepaid, or debit calls to locations within the United States and Confinement Facility-requested foreign countries. All other call-types including direct dial, sent paid and calls charged to calling cards or third numbers are prohibited (other than as specifically set out herein).

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facilities. The Company may restrict or refuse service to any Inmate at the request of the Confinement Facility, and/or prohibit inmate access to certain telephone numbers as specified by the Confinement Facility. Service may be limited at the discretion of the Confinement Facility.

- 2.2.3 Calls to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety and to avoid harassment.
- 2.2.4 Calls dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.5 The Company will also block calls in the following circumstances, subject to provisions of this Tariff that provide Customers with alternative means for connecting calls:
- A. When the Customer's Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls;
  - B. When the telephone number in question lacks sufficient billing history or billing information;
  - C. When the Local Exchange Carrier identifies multiple lines at a particular address;
  - D. When the Local Exchange Carrier has a collect call block on the line;
  - E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer's or Billed Party's Local Exchange Carrier based on that carrier's uncollectible revenue history;
  - F. When a Prepaid Customer's account balance lacks available funds;
  - G. When a Customer's Direct Bill account balance is over the established credit limit.

When a Customer with one of the above circumstances receives a call from an inmate, the call will be connected and a one-minute courtesy call will be provided to the Customer. The Customer will be instructed to call the Company's 1-800 customer service number where they will be told why their number is blocked and they will be given an opportunity to open a Company account twenty-four hours a day, seven days a week.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

2.2.6 The Company will also block calls in the following circumstances and will not provide alternative means for connecting calls:

- A. When the Confinement Facility has placed a block on the phone number;
- B. When the Customer or telephone subscriber has requested a block on their phone number;
- C. When a Local Exchange Carrier notifies the Company that the subscriber owes past due Company charges to the Local Exchange Carrier;
- D. When a Customer account is in "collection status", i.e. NSF check, invalid check, fraudulent credit card payment, etc.

2.2.7 Maximum call duration is limited to any maximum duration specified by the Confinement Facility, but otherwise is not limited to less than ten minutes.

2.3 Liability of the Company

2.3.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed the amount equal to the charge to the customer or called party for the period during which the aforementioned faults in the transmission occur. In no event will the Company be liable for consequential damages from any such interruptions of service.

The Company is not liable for damages to a Confinement Facility resulting from the furnishing of service including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

In addition, the Company shall not be responsible for interruptions of service resulting from the following: 1) when the parties stop talking without hanging up; 2) attempts to make a 3-way call; 3) attempts to answer Call Waiting; 4) attempts to put a call on hold; 5) attempts to transfer a call; 6) use of a cordless phone; and/or 7) use of a cell phone.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.2 The Company shall not be liable for and shall be indemnified and held harmless by Customers, Calling Parties, Inmates and/or Called Parties against:
- A. Claims for libel, slander, or infringement or copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - B. All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or assessed by Customer, Calling Party, Called Party, Inmate or any other party or person, or for any destruction of any property, whether owned by a Customer or others, caused by or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of other carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
  - C. All other claims arising out of any act or omission of the Customer, Called Party, Calling Party, or any other person in connection with any service or facility provided by the Company.
  - D. Violations of the provisions of this Tariff.

2.4 Taxes and Fees

All state and local taxes and any fee imposed by a governmental entity (e.g. sales tax, municipal utilities tax, telecommunications business license tax, USF assessment) are listed as separate line items and are not included in the rates and charges specified in Section 4.

2.4.1 Universal Service Fees

The Universal service Fees ("USF") on your phone bill are regulated by federal and state law. The USF is based on a specific percentage of the cost of the calls set by the federal government for interstate calls and set by state government for intra-state calls.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

2.5 Payment for Service

2.5.1 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute must be received in writing within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

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

The Company will promptly investigate and advise all billed parties of its findings concerning disputed charges. Bill adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

A. Contact Customer Service: Customers with questions about billed charges may contact the Company directly at 1-800-729-8355 twenty-four hours a day. The Company's automated phone system can provide the Customer with account balance, call and payment activity, information on why an account is blocked, information on how to open an account and answer the most frequently asked questions.

A Customer wishing to speak to a Customer Service Representative can call 1-800-729-8355 Monday through Friday from 8:00 am to 8:00 pm and on Saturday from 9:00 am to 2:00 pm and follow the voice prompts to reach a Customer Service Representative.

Those persons who have not yet established an account with the Company nor received a call from the Company requesting the establishment of an account may contact the Company at 1-800-729-8355. The customer will be asked by an automated voice prompt to enter their phone number. When their number is not identified as an active account, the customer will be transferred to a Customer Service Representative.

The Customer can contact a Company Customer Service Representative via e-mail at [csr@paytel.com](mailto:csr@paytel.com), by fax at 1-800-776-8423, or by mail at the following address:

Pay-Tel Communications, Inc.  
Customer Service  
P.O. Box 19290  
Greensboro, NC 27419

All inquiries are addressed the day they are received during normal business hours.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

B. Contact Customer Relations: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can file a complaint with Customer Relations via e-mail at [customerrelations@paytel.com](mailto:customerrelations@paytel.com). All complaints are addressed by the Customer Relations Manager the day they are received during normal business hours Monday through Friday.

C. Contact President: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can contact the President of the Company via e-mail at [president@paytel.com](mailto:president@paytel.com). All inquiries are addressed by the President the day they are received during normal business hours Monday through Friday.

D. Contact Better Business Bureau: The Company is a member in good standing of the Better Business Bureau OnLine Reliability Program. If the Customer is not satisfied with the Company's services, they can use the BBB link on the Company's website home page to file a complaint with the BBB.. All complaints are addressed the day they are received during normal business hours.

E. Contact Commission: If the Customer is not satisfied with the resolution of intrastate billed charges by the Company, the Customer has the right to express its concerns to the Ohio Public Utilities Commission:

Ohio Public Utilities Commission  
180 East Broad St.  
Columbus, OH 43215-3793  
Telephone Number: 614-466-3292  
Toll Free Number: 800-686-7826  
TTY: 800-686-1570  
Fax Number: 614-752-8351  
Website: [www.puco.ohio.gov](http://www.puco.ohio.gov)

2.5.2 Collection of Post-Billing Adjustments

The Company will exercise its rights, (as set out in the truth-in-billing regulatory statements on the LEC's bill) to pursue collection on unpaid charges for Company services billed by a LEC and recoured to the Company. Upon receipt of post-billing adjustments from a LEC containing a Customer's past due charges for services provided by the Company, the Company will invoice the Customer for those amounts. If the Customer does not contact the Company within ten (10) days to dispute the validity of the charges, the charges will be presumed valid.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – RULES AND REGULATIONS (continued)

2.6 Refusal or Discontinuance of Service by Company

2.6.1 With Notice:

- A. For failure to pay for service when it is due;
- B. For failure to make proper application for service;
- C. For violation and/or noncompliance with the Commission's Orders or regulations regarding service supplied by the Company;
- D. For violation of any of the Company's rules;
- E. Where there is probable cause to believe that there is illegal or willful misuse of the Company's service;
- F. In the event the validation process determines that the terminating carrier (e.g. an Alternative Local Telephone Service Provider cannot bill the collect call);
- G. In the event the validation process does not produce a bill name and address;
- H. In the event the validation process does not produce any satisfactory billing history.

2.6.2 Without Notice:

- A. In the event of a condition determined by the Company to be hazardous or dangerous;
- B. In the event of use of equipment in such a manner as to adversely affect the Company's service to others;
- C. In the event of unauthorized use of telephone service;
- D. In the event of fraudulent payment for service or other evidence of an attempt to steal services.

2.7 Returned Check Charge

The Company will charge a fee, not to exceed \$25.00 or the amount set out in Ohio Revised Code §2307.61, for each check returned for insufficient funds.

2.8 Costs of Collection and Repair

Company shall be entitled to recover any and all costs incurred in the collection of monies owed the Company, including legal fees and accounting expenses. Company is also entitled to recover all costs and expenses required for repair or replacement of damaged equipment.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

The Company provides telecommunications services to Inmates in local, county and state Confinement Facilities throughout the United States including Ohio. Service provided under this tariff is intrastate voice telecommunications service between points in the State of Ohio. Originating points of service are limited to Inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of Inmates.

Services are provided on an automated basis through Inmate telephones, automated call processors and over subscribed facilities of various telecommunications providers. These facilities include, but are not limited to, broadband access lines (e.g. T-1, DSL), MultiProtocol Label Switching ("MPLS") equipment and services, Integrated Services Digital Network ("ISDN"), and payphone service provider access lines. The Company will choose appropriate facilities for the provision of its services based upon Confinement Facility requirements and the Company's evaluation of cost, reliability, and network function.

Inmate telephone service consists of the provision of automated operator service by means of an Automated Call Processing System. To complete and arrange billing for calls, automated service is provided by means of a microprocessor which uses recorded voice prompts which prompt parties to the call through the process of completing the call. The microprocessor responds to the Called Party's input of information by automatically processing and transmitting the information to establish a valid billing procedure for the call and to complete the call.

Consistent with applicable law governing the provision of telecommunications services to inmates in Confinement Facilities and restrictions based upon the provision of such services by Confinement Facilities, the Company's inmate telecommunications services are provided as follows:

- a. Only automated collect calls and authorized Prepaid Card calls or Debit Calls through a Confinement Facility commissary may be placed.
- b. The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each call, and again before the Billed Party incurs any charge for the call.
- c. The Inmate and/or the Called Party receiving the call can terminate the call at no charge before the call is accepted.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

- d. The Company shall disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- e. The Company shall post notices in each Confinement Facility where the Company provides service containing the Company's contact information along with information on how the service is provided.

3.2 Timing of Calls

Charges begin once the Called Party accepts a collect call or when the prepaid Inmate call is accepted. After the system verifies acceptance, timing begins and a call detail record is generated from that moment until the call is concluded.

There shall not be a charge for unanswered and non-accepted collect calls. Upon receiving reasonable and adequate notification from Customer of a billing error for any such call, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call.

3.3 Monitoring and Recording of Inmate Calls

The Company installs and maintains call origination equipment (inmate telephone service systems) with monitoring and recording capabilities in Confinement Facilities that request and contract for such equipment. The Company has a Monitoring and Recording policy that prohibits any employee from recording, listening to or disclosing the contents of telephone recordings except as authorized in accordance with all applicable state and federal laws, including Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the "Act"), 18 U.S.C.A. §2511 (c) and (d).

The Monitoring and Recording Policy provides the guidelines for law enforcement officials to monitor and record non-privileged inmate conversations. It also provides guidelines for company employees to respond to law enforcement investigations, analyze recordings for the purpose of quality control (voice and volume), and review recordings for the purpose of telephone fraud investigation.

Prior to recording any conversation, the Calling Party (the Inmate) and the Called Party are both notified that the call will be recorded and may be monitored. After the call is answered this notification is provided before and after the call is accepted. Calls between an Inmate and attorney are not recorded if the attorney provides their phone numbers to the Confinement Facility to block recording.

3.4 Rate Quotes

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company's toll free customer service number twenty-four hours a day.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.5 Inmate Customers

3.5.1 Prepaid Cards

Inmates may obtain Company Prepaid Cards (in various denominations) directly from the Confinement Facility. All monetary transactions involving Inmates take place between the Confinement Facility and the Inmate, and are under the direct and complete control of the Confinement Facility.

The Inmate obtains access to the Company's Prepaid Card Services via a toll-free number. The Inmate must input a valid Authorization Code to access an account. At the beginning of each call, the Inmate is informed of the remaining balance on the card. The Inmate then inputs the destination number. Network usage will be debited from the available funds on the card on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmate will be provided with an announcement when the account balance is one minute prior to exhaustion. The Inmate can transfer a balance from one card to another card. Prepaid cards will expire twelve months from date of initial use. The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming pre-paid call.

Following release from a Confinement Facility, a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve months from date of initial use. A refund will be issued to the Customer within ten to fifteen (10 – 15) business days from receipt of the Customer's card.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.5.2 Debit Calls

When made available by the Confinement Facility, the Inmate may place debit calls using funds transferred from the Inmate's Trust Account. The Inmate selects the debit account option and inputs the destination number. At the beginning of the call the Inmate is informed of the remaining balance in the debit account. Network usage will be debited from the funds available in the debit account on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmates will be provided an announcement when the account balance is one minute prior to exhaustion.

The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming debit call.

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmates Trust Account for refund.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.6 Non-Inmate Customers

3.6.1 Validation, and Fraud Prevention Process

When an Inmate attempts to place a collect call to a prospective Customer, the Company will initiate a process whereby the prospective Customer is evaluated. This process is a necessary undertaking by the Company in order to protect the Company's ability to collect for the services provided (and similarly limit and prevent unbillable revenues and bad debt), and limit and prevent fraud.

Accordingly, the Company will validate its Customers' bill-to-number through available verification procedures and establish a maximum predetermined credit amount. Where the Customer's requested billing method cannot be validated, or a maximum credit amount cannot be established, the Company may refuse to provide service except through a Company Direct Bill and/or Prepaid Account basis as set out herein. Furthermore, the Company will use various methods to determine the likelihood of fraud associated with a particular Customer, and in the event the Company determines that such a likelihood exists, the Company may also refuse to provide service except on a Prepaid Account basis with payments only by money order, Western Union Prepaid Services, or MoneyGram.

3.6.2 Billing through the Customer's Local Exchange Carrier ("LEC")

This option is limited to those Customers who satisfy the Validation and Fraud Prevention procedures described above.

Accordingly, billing through the Customer's Local Exchange Carrier is not available when: the Customer's Local Exchange Carrier will not bill the Company's calls; the Customer has reached the local Exchange Carrier's billing limit for collect calls; the Company determines, based upon the review described in Section 3.6.1 above, the Customer is otherwise ineligible to have calls billed on the Local Exchange Carrier's bill; or the Customer accrues a threshold amount of charges as set out in Section 3.6.5 hereof.

3.6.3 Billing for Customers that use Alternative Local Service Providers

Alternative Local Service Providers such as CLECs, VOIP, and Wireless Carriers do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through Third Party Payment Processors.

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**OHIO INMATE TELECOMMUNICATIONS SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE** (continued)**3.6.4 Third Party Payment Processors**

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors are Western Union Prepaid Services, MoneyGram, a Phone Payment Processor, and a Website Online Payment Processor.

**3.6.5 Direct Bill Customer Account Program**

The Direct Bill Customer Account Program ("Program") is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty-to-ninety day period.

The Customer is provided a courtesy call to inform the Customer of the Company's Billing Limit for calls billed through the Local Exchange Carrier when total outstanding charges accrued within a thirty-day period reach \$50.00. Once the Customer has accrued \$75.00 or more of collect call charges within a ninety-day period, a second notification call is made to the Customer indicating placement in the Program. Billing treatment for Customers participating in the Program is as follows:

- A. To participate in the Direct Bill Program, the customer must complete a credit application and receive a satisfactory credit score. The credit application can be taken over the phone or completed on the Company website.
- B. If the customer receives a satisfactory credit score, all future billing will be by the Company directly to the Customer. The Company will obtain the address of the Customer and begin the billing process from the date the Customer is approved for the Direct Bill Program.
- C. With the first bill, the Customer is notified of the Billing Limit established by the Company's credit policies, and the Company's address and toll-free Customer Service telephone number. Information about the average cost of calls received from the Confinement Facility is also provided to assist the Customer in budgeting telecommunications expenses.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

- D. Thereafter, Program Customers are billed on a weekly basis.
- E. If a Customer's bill exceeds the Billing Limit established by the Company, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from Confinement Facilities served by the Company until payment on the account is received.

3.6.6 Prepaid Customer Account Program

The Prepaid Customer Account Program ("Program") is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty-to-ninety day period.

Customers who do not wish to complete a credit application or do not receive a satisfactory credit score can open a Prepaid Account.

- A. The Customer establishes a Prepaid Account with the Company by paying \$25 or more to the Company by one of the payment methods offered by the Company. Payments can be made over the phone or on the web via credit card, check card, or check. The Customer's account number is the ten digit phone number where they wish to receive calls. The Customer will also select a six digit Personal Identification Number or PIN to use in accessing their account information in the future.
- B. When the Customer receives a call, they are informed the call is from an Inmate and the Customer has the option to accept or decline the incoming call. All security measures associated with an Inmate collect call, as implemented by the Company and the Confinement Facility, will apply.
- C. Customers using this pre-payment option will receive a weekly statement listing their call activity, charges, call discounts, and notifying them of their remaining balance. Weekly statements are provided at no charge to the customer. The Customer can contact the Company's customer service toll-free number or visit the Company's website to obtain account balances information twenty-four hours a day. If the Customer's entire account balance is used, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from the Confinement Facility served by the company until payment on the account is received. Customers may send the Company additional funds using a check or money order to receive more calls, or authorize payment of additional funds via credit card, check card, check by phone, echeck, MoneyGram, or Western Union Prepaid Services.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

- D. The Company may apply pre-payments to past due charges billed to the Customer by the Local Exchange Carrier.
- E. The account remains open until one of the following events occurs: 1) the balance is depleted; or 2) the Customer requests that the account be terminated.
- F. Customers who prepay will receive a Family Connection Calling Plan™ discount on every call. This discount will be offered based upon the amount of prepayment, as outlined in Section 4.5 of this tariff.
- G. Refunds - Customers may request a refund of unused funds by sending a written request to cancel their account to the Company via email at [refunds@paytel.com](mailto:refunds@paytel.com), fax at 1-800-776-8423, or U.S. mail. The Company will endeavor to refund such monies, provided that no past due charges are owed by the Customer to its local exchange carrier or the Company, within ten to fifteen (10-15) business days from the receipt of the Customer's request. There is no charge for issuing a refund.
- H. All unused funds of the Customer will be maintained by the Company in conformance with the Ohio Revised Code §169.03.

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**OHIO INMATE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – RATES AND CHARGES****4.1 Intra-State Collect Call Rates.**

This Section 4.1 applies to all Company intrastate calls. The Company provides all of its services via individual contracts with Confinement Facilities or applicable governmental entities. As such, these contracts may contain rates less than or equal to (but not higher than) the rates set out herein. The Company will make any of these contracts available to the Commission upon request.

**4.1.1 Computation of Charges**

Local calls shall consist of a Fixed Service Charge and the applicable local call rate. The total charges for each toll call consists of two elements: a fixed service charge and a measured charge dependent on the duration of the call. The measured charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one full minute.

**4.1.2 Chargeable Times**

Chargeable time begins when a Called Party accepts the charges by positive acceptance through pressing the number “3” on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when released by the automatic timing equipment in the telephone.

**4.1.3 Local Collect Calls**

The maximum rate for a local collect call is a \$2.20 Operator Surcharge plus the Local Call rate of \$.50.

**4.1.4 IntraLATA Collect Calls**

A. Operator Surcharge                      \$1.85

B. Measured Charges

Initial Minute                              \$.36

Each Additional Minute                  \$.36

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 4 -- RATES AND CHARGES (continued)4.1.5 InterLATA Collect Calls

A. Operator Surcharge \$1.85

## B. Measured Charges

Initial Minute \$.36

Each Additional Minute \$.36

4.1.6 Taxes and Fees

All state and local taxes and any fee imposed by a government entity are listed as separate line items on the Customer's bill.

4.2 Prepaid Card Calls

Prepaid Card calls, as described in Section 3.5.1 hereof, will not exceed the collect call rate for the appropriate type call as listed in Section 4.1.

Following release from a Confinement Facility a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve months from date of initial use.

4.3 Debit Calls

Debit Calls, as described in Section 3.5.2 hereof, will not exceed the collect call rate for the appropriate type call as listed in Section 4.1.

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account.

4.4 Direct Bill Customer Account Program

Direct Bill calls, as described in Section 3.6.5 hereof will not exceed the collect call rate for the appropriate type of call as listed in Section 4.1.

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**OHIO INMATE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – RATES AND CHARGES** (continued)**4.5     Prepaid Customer Account Program**

Prepaid Account Calls as described in Section 3.6.6 hereof, will receive a Family Connection Calling Plan™ discount on every call. The plan provides a discount on every call based on the amount of prepayment made by the Customer, as outlined below.

**Family Connection Calling Plan™ Discounts**

<u>Payment</u>	<u>Discount</u>
\$25	4%
\$50	6%
\$100	8%
\$150	10%

To maximize the value of the discount, Customers can mail payments directly to the Company with a check money order, in order to avoid the payment processing fees charged when payments are made through Western Union, MoneyGram, the Website Online Payment Processor or the Phone Payment Processor.

The Family Connection Calling Plan™ is designed to provide rates for calls to friends and family members who need to stay in touch with inmates. Customers should make payment amounts that best fit their needs. When the Customer no longer needs the account, they can request a refund. There is no charge for issuing a refund.

See Section 3.6.6 G for information on how to request a refund.

**4.6     Rate Quotes**

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company's toll free customer service number twenty-four hours a day.

**4.7     Disputed Charges**

Billed party bills shall display the Company toll free number whereby the billed party can contact the Company to resolve billing complaints. Disputed charges are subject to the conditions described in Section 2.5.1, above.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 4 – RATES AND CHARGES (continued)

4.8 Billing Entity Conditions

When billing functions on behalf of the Company are performed by billing agents (i.e., local exchange carrier, credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

4.9 Regulatory Cost Recovery Fee

A monthly charge of \$1.90 will be applied to a Billed Party's bill to recover costs associated with the Company's administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company.

4.10 Payment by Check or Money Order through the Mail

No additional fees will be charged to a Customer each time the Customer chooses to make a payment with a check or money order through the mail for an account with the Company.

4.11 Third Party Payment Processors

Third Party Payment Processors – The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors are Western Union Prepaid Services, MoneyGram, a Phone Payment Processor, and a Website Online Payment Processor.

4.11.1 Western Union Prepaid Services Payment Processing Fee

An undiscountable fee of \$5.95 will be charged to a Customer by Western Union each time the Customer chooses to make a cash payment through Western Union for an account with the Company. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

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OHIO INMATE TELECOMMUNICATIONS SERVICES

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SECTION 4 – RATES AND CHARGES (continued)

4.11.2 MoneyGram Payment Processing Fee

An undiscountable fee of \$5.50 will be charged to a Customer by MoneyGram each time the Customer chooses to make a cash payment through MoneyGram at Wal\*Mart for an account with the Company. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

4.11.3 Website Online Payment Processing Fee

An undiscountable fee of \$3.00 will be charged to a Customer by the Third Party Website Online Payment Processor each time the Customer chooses to make a payment using a credit card, check/debit card or check online for an account with the Company. This fee covers the expenses associated with third-party database verification, validation, fraud prevention services and payment processing available through the Website Online Payment Processor. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

4.11.4 Phone Payment Processing Fee

An undiscountable fee of \$3.00 will be charged to a Customer by the Third Party Phone Payment Processor each time the Customer chooses to make a payment using a credit card, check/debit card or check over the phone for an account with the Company. This fee covers the expenses associated with third party database verification, validation, fraud prevention services and payment processing available through the Phone Payment Processor. This fee is referenced in this tariff to advise the customer of the charge. This fee will not be assessed on those customers who mail a check or money order to the Company.

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## **Exhibit C**

### **Description of Changes**

Applicant has updated their tariffs in the states in which they operate and for consistency are filing replacement tariffs.

## **Exhibit D**

### **Customer Notice**

Applicant is an inmate operator services provider, and has no residential or traditional business customers.