



Ms. Elizabeth McCauley, Commission Secretary Docketing Division Public Utilities Commission of Ohio 180 East Broad Street. 13th Floor Columbus, Ohio 43215-3793

RE: Inmate Calling Solutions, LLC d/b/a ICSolutions

Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD

Case No. 11-5017-TP-ATA

Dear Ms. McCauley:

Enclosed for filing please find the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Inmate Calling Solutions, LLC d/b/a ICSolutions.

The Company respectively requests an effective date of September 12, 2011

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to Rnorton@tminc.com.

Sincerely,

Robin Norton

Consultant to Inmate Calling Solutions, LLC d/b/a ICSolutions

RN/lm

cc: Ken Dawson - Inmate Calling Solutions, LLC

file: ICS - OH tms: OHn1102

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011)

Company Name <u>Inmate Calling Solutions, LLC d/b/a ICSolutions</u>				
Company Address <u>2200 Danbury Street San Antonio, TX</u>				
Company Web Address <u>www.icsolutions.com</u>				
Regulatory Contact Person Ken Dawson	Phone 210-581-8104	Fax <u>210-832-8915</u>		
Regulatory Contact Person's Email Address kdawson@icsolu	utions.com			
Contact Person for Annual Report <u>Ken Dawson</u>	Phone 210-581-8104	Fax <u>210-832-8915</u>		
Consumer Contact Information <u>Ken Dawson</u>	Phone 210-581-8104	Fax <u>210-832-8915</u>		
TRF Docket No. <u>90-6164-CT-TRF</u>				
I. Company Type (Check all applicable):				
□ Non-BLES CLEC □ IXC ☑ Other (expl	ain) <u>IOS</u>			
II. Services offered (Check all applicable):				
□ Toll services (intrastate)				
□ Local Exchange Service (i.e., residential or business bundles)				
☑ Other (explain) IOS				
III. Tariffed Provisions/Services (To the extent offered, ch	eck all applicable and attach	ղ tariff pages)։		
□ Toll Presubscription				
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*				
□ N-1-1 Service				
☐ Pole Attachment and Conduit Occupancy				
□ Pay Telephone Access Lines				
☑ Inmate Operator Service				
□ Telephone Relay Service				

^{*}Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. - Attestation

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

I am an officer/agent of the carrier/telephone company, <u>Robin Norton, Consultant to Inmate Calling Solutions</u>, <u>LLC d/b/a ICSolutions</u>, and am authorized to make statements on its behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

Consultant to Inmate Calling Solutions, LLC d/b/a ICSolutions

September 9, 2011 (Date)

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the I	Matter of the Application of:)				a-1	
Inmate	Calling Solutions, LLC d/b/a ICSolutions)))	TRF Docket No. <u>90-6164-CT-TRF</u> Case No. <u>11-5017-TP-ATA</u> NOTE: Unless you have reserved a Case No. leave			eave	
to Deta	riff Services and make other changes related to		the "Case No." f	ields BLAN	IK.		
the Imp	plementation of Case No. 10-1010-TP-ORD						
Name (of Registrant(s) <u>Inmate Calling Solutions, LLC</u>						
DBA(s)	of Registrant(s) <u>ICSolutions</u>						
Addres	ss of Registrant(s) <u>2200 Danbury Street San Anto</u>	nio, TX 78	3217				
Compa	ny Web Address <u>www.icsolutions.com</u>						
Regula	tory Contact Person(s) <u>Ken Dawson</u>		Phone: <u>210</u>	<u>-581-8104</u>	Fax	: <u>210-832-8915</u>	
Regula	tory Contact Person's Email Address <u>kdawson@</u>	<u>icsolutior</u>	ns.com				
Contac	t Person for Annual Report Ken Dawson				Pho	ne: <u>210-581-81</u>	<u>04</u>
Addres	ss (if different from above)						
Consumer Contact Information Ken Dawson					Pho	ne: <u>210-581-81</u>	<u>04</u>
Addres	ss (if different from above)						
Part I -	Tariffs						
Please	indicate the Carrier Type and the reason for su	bmitting	this form by check	ing the box	es b	elow.	
	All cases are ATA process cases, tariffs are effective t						acts to
suspena	,	J	<i>y</i> ,	<i>))</i>			
, , , , , , , , , , , , , , , , , , , ,							
	<u>Carri</u>	er Type	ILEC	CLE	C	CTS	
	Tariff for Basic Local Exchange Service (BLES)	and/or					
	other services required to be tariffed pursuant t						
	4901:1-6-11(A); detariffing of all other services			-			
	Other changes required by Chapter 4901:1-6		[]				
	(Describe in detail in Exhibit C)						

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Robin Norton</u>, <u>Consultant to Inmate Calling Solutions</u>, <u>LLC d/b/a ICSolutions</u>, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) September 9, 2011 at (Location) Maitland, FL 32751	
Tabin Norta	September 9, 2011
Robin Norton, Consultant to Inmate Calling Solutions, LLC d/b/a ICSolutions	(Date)
• This affidavit is required for every tariff-affecting filing. It may be signed by couns authorized agent of the applicant.	el or an officer of the applicant, or an
VERIFICATION	
I, Robin Norton, Consultant to Inmate Calling Solutions, LLC d/b/a ICSolution Telecommunications Application Form for Detariffing and Related Actions provide of the information submitted here, and all additional information submitted in correct to the best of my knowledge.	ed by the Commission and that al
Cobin Norton	September 9, 2011
Robin Norton, Consultant to Inmate Calling Solutions, LLC d/b/a ICSolutions	(Date)
*Verification is required for every filing. It may be signed by counsel or an officer of the apapplicant.	oplicant, or an authorized agent of the

Public Utilities Commission of Ohio
Attention: Docketing Division

Attention: Docketing Division

180 East Broad Street, Columbus, OH 43215-3793

Or

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

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

EXHIBIT AExisting Affected Tariff Pages

Regulations and Rates

of

INMATE CALLING SOLUTIONS, LLC

d/b/a ICSolutions

RESALE TELECOMMUNICATIONS SERVICES

Case No. 07-____-TP-ZTA

This tariff includes the rates, charges, terms and conditions of service for the provision of alternative operators services to End Users by Inmate Calling Solutions, LLC d/b/a ICSolutions ("ICS") between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of Inmate Calling Solutions, LLC, located at 5883 Rue Ferrari, San Jose, California 95138.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
1	1st Revised		26	2 nd Revised
2	4 th Revised	*	26.1	1st Revised
3	1st Revised		27	2 nd Revised
4	1st Revised		27.1	Original
5	1st Revised		28	1st Revised
6	1st Revised		29	3 rd Revised
7	1st Revised		29.1	Original
8	1st Revised		30	2 nd Revised
9	1st Revised		31	2 nd Revised
10	1st Revised		32	1st Revised
11	1st Revised			
12	1st Revised			
13	1st Revised			
14	1st Revised			
15	1st Revised			
16	1st Revised			
17	1st Revised			
18	1st Revised			
19	1st Revised			
20	1st Revised			
21	1st Revised			
22	1st Revised			
23	1st Revised			
24	1st Revised			
25	1st Revised			

^{* -} indicates those pages included with this filing.

Issued: December 1, 2009

Effective:

December 1, 2009

By:

Ken Dawson, VP Contracts & Regulatory

5883 Rue Ferrari

Case No.: San Jose, California 95138

OHn0901

(T)

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Issued: August 24, 2007 August 24, 2007 Effective:

By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

San Jose, California 95138

Case No.: 07-____-TP-ZTA OHn0701

Ohio Tariff No. 1 1st Revised Page 4 Cancels Original Page 4

(T)

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Inmate Calling Solutions, LLC d/b/a ICSolutions subject to the jurisdiction of the Ohio Public Utilities Commission.

(T)

SERVICE AREA MAP

Inmate Calling Solutions, LLC d/b/a ICSolutions will provide intrastate service throughout the State of Ohio.

(T)

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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(T)

EXPLANATION OF SYMBOLS

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

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- **(D)** To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one Page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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TARIFF FORMAT

- **A.** Page Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff Page in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 2.1.
 2.1.1.
 2.1.1.A.
 2.1.1.A.1.
 2.1.1.A.1.(a).
 2.1.1.A.1.(a).I.
 2.1.1.A.1.(a).I.(i).
 2.1.1.A.1.(a).I.(i).
- D. Check Sheets When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular Page is the most current on file with the Commission.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Call - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a live operator.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

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

Commission - Refers to the Public Utilities Commission of Ohio.

Company or Carrier - Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") unless otherwise clearly indicated by the context.

Correctional Institution - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with ICS for the provision of service for use by their Inmate population.

Customer or Subscriber - For service provided to Correctional Institutions, the Customer is the entity that enters into a contractual arrangement with the Company. For presubscribed services, the End User is the Customer.

End User - Any person who uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment for the services utilized.

ICS - Used throughout this Tariff to refer to Inmate Calling Solutions, LLC d/b/a ICSolutions, ("ICS").

Inmates - The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

MTSS - Ohio Minimum Telephone Service Standards

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

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By: Brendan Philbin, Chief Operating Officer

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of an Customer's location to the Company services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use

- **2.2.1** Services provided under this tariff may be used by the End User and Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the End User and Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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2.3 Limitations of Service

- **2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer or End User is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by the Company and neither the End User nor Customer may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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By: Brendan Philbin, Chief Operating Officer

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2.5 Liability of the Company

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer and/or End User for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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2.6 Billing and Payment for Service

2.6.1 Responsibility for Charges

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

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

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the End User shall be charged to and payable by the End User in addition to the rates indicated in this tariff.
- (C) The End User shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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2.6 Billing and Payment for Service, (Cont'd.)

2.6.1 Responsibility for Charges, (Cont'd.)

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer according to the MTSS prior to disconnection of service.
- (F) Failure to receive a bill will not exempt an End User or Customer from prompt payment of any sum or sums due the Company.
- (G) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (H) In the event the End User or Customer is overbilled, an adjustment will be made to the Customer's or End User's account and the Customer or End User will be deemed to not owe overbilled amount. If the Customer or End User is underbilled, the Customer or End User is allowed to either pay in lump sum or in installments.
- (I) Customers and End Users who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Payment Arrangements

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

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

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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2.6 Billing and Payment for Service, (Cont'd.)

2.6.3 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- **B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the MTSS Rules 4901:1-5-13 and 4901:1-17.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit plus interest, if any, or credit it to the Customer's account.
- D. Deposits held will accrue interest annually at a rate determined by the Company of at least five (5) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E. The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with 4901:1-17, O.A.C.

Issued: August 24, 2007 Effective: August 24, 2007

By:

Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

Case No.: 07- -TP-ZTA

San Jose, California 95138

OHn0701

(T)

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.4 Late Payment Fees

A late payment charge of 1.5 percent per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the End User is in arrears. Late payment charges will be applied without discrimination.

2.6.5 **Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Commission regulations.

2.6.6 **Billing Dispute**

- A. Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments to Customer's or End Users' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- В. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- Customers or End Users may contact the Company's business office at the following C. toll-free number: 1-888-506-8407, or in writing at Inmate Calling Solutions, LLC d/b/a ICSolutions, 5883 Rue Ferrari, San Jose, California 95138.
- D. If the Customer or End User is not satisfied with the outcome of the billing dispute, the Customer or End User may contact the Commission at the following address:

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

Toll Free:

800-686-7826

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

Case No.: 07- -TP-ZTA OHn0701 San Jose, California 95138

2.6 Billing and Payment for Service, (Cont'd.)

2.6.7 Validation of Credit

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

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.6.8 Billing Entity Conditions

When billing functions on behalf of ICS are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

2.7 Taxes and Fees

The Customer and End User is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the End User's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all End Users informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

2.7.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge may be applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, per minute, up to

By:

\$0.56

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Issued: August 24, 2007 Effective: August 24, 2007

Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

2.8 Cancellation or Termination of Service by End User

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.9 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions in accordance with the Minimum Telephone Service Standards as stated in O.A.C. §4901:1-5-17. Service disconnected or suspended under the following conditions will be reconnected in accordance with O.A.C. §4901:1-5-17(M).

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service in accordance with O.A.C. §4901:1-5-17(B). The payment schedule and disconnection procedures will be in accordance with O.A.C. §4901:1-5-17(K).
- **B.** In accordance with O.A.C. §4901:1-5-17(D) and (E), the Company may, after notification or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
 - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Upon refusal by the Customer to permit the Company access to its facilities;
 - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.

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By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

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

- C. In accordance with O.A.C. §4901:1-5-17(G), the Company may, without notice, disconnect service when any of the following conditions exist:
 - 1. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
 - 2. In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
 - 3. In the event of Customer tampering with equipment owned by or services provided by the Company.

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By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

2.10 Cost of Collection and Repair

The Customer is responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.11 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.13 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on End Users or Customers in compliance with the MTSS rules.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides resold long distance services and operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers and/or End Users are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers and/or End Users are billed based on their use of the Company's services and network.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

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By: Brendan Philbin, Chief Operating Officer

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3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the usage of the Company's service. Timing of each call begins when a communications path is established and ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.
- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3 Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.
- 3.2.4 The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

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By: Brendan Philbin, Chief Operating Officer

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

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

Issued: August 24, 2007 Effective: August 24, 2007

By: Brendan Philbin, Chief Operating Officer

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3.6 Institutional Collect-Only Calling Service

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

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

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

3.6.1. Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the ICS system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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3.6 Institutional Collect-Only Calling Service

3.6.2 Institutional Collect-Only Calling Service Rates and Charges - Option 1

A. Local Rates and Charges - Institutional Calling

Usage Charges:

Usage on local operator assisted calls placed by Customers are billed at the local message charge.

Local message charge:

\$0.50

Per Call Charges:

Collect Station-to-Station

\$2.50

B. IntraLATA & InterLATA Rates and Charges

Usage Charges:

Mileage ALL TIMES

First Min. Add'l Min.

All Miles \$0.3600 \$0.3600

Per Call Charges:

Operator Station Collect \$2.50

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By: Brendan Philbin, Chief Operating Officer

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3.6 Institutional Collect-Only Calling Service

3.6.3 Institutional Collect-Only Calling Service Rates and Charges - Option 2

A. Local Rates and Charges - Institutional Calling

USAGE CHARGES:

Usage on local operator assisted calls placed by Customers are billed at the local message charge.

Local message charge:

\$0.50

PER CALL CHARGES:

Collect Station-to-Station

\$2.75

B. IntraLATA & InterLATA Rates and Charges

USAGE CHARGES:

Rate Per Minute:

\$0.36

PER CALL CHARGES:

Operator Station Collect

\$2.75

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By: Brendan Philbin, Chief Operating Officer

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3.7 Prepaid Institutional Calling Services

3.7.1 General

ICS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed for those whose credit history is inadequate to receive collect calls as well as for those who simply wish to budget their inmate calls.

Calls are made by dialing either a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered.

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

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

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By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

^{*} Certain material previously found on this page can now be found on Original Page 27.1

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

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

3.7.1 General, (Cont'd.)

A. Option A: Debit Card or Debit Account

With a Debit Card or Debit Account, the each inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the inmate's commissary account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Available balances in the Debit Card or Debit Account is refundable. Debit Account balances are refunded automatically when the Commissary account is closed. Refunds of debit card balances are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

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By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

^{*} Material on this page previously appeared on 2nd Revised Page 27.

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

3.7.1 General, (Cont'd.)

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company for the Customer. The inmate will receive an authorization code, and instructions for accessing and using the service. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Payments to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

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Brendan Philbin, Chief Operating Officer

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

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

3.7.1 General, (Cont'd.)

Payments for Prepaid Collect Accounts and any Available Usage Balance are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the Debit or Prepaid account. No refunds of unused balances will be issued after the expiration date.

Initial or additional deposits to prepaid accounts may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.7.2 Prepaid Institutional Calling Services - Rates and Charges

				()	
A.	Opti	Option 1			
				1	
	1.	Local Service Charge, Per Call: *	\$2.75	Ì	
		Local Message Rate, Per Call:	\$0.25	ĺ	
		· ·		Ī	
	2.	Intra/InterLATA Service Charge, per Call:	\$2.75	į	
		Intra/InterLATA Usage Charge, Rate per Minute:	\$0.36	(N)	

* The company reserves the right to rate calls terminating to wireless numbers at the applicable intraLATA toll rate. (N)

Issued: December 1, 2009 Effective: December 1, 2009

By: Ken Dawson, VP Contracts & Regulatory

5883 Rue Ferrari

Case No.: San Jose, California 95138 OHn0901

(N)

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

3.7	Prepaid Institutional Calling Services, (Cont'd.)					(N)
	3.7.2	3.7.2 Prepa	aid Inst	nstitutional Calling Services - Rates and Charges, (Cont'd.)		
		В.	B. Option 2			
			1.	Local Service Charge, Per Call: *	\$1.10	
			2.	IntraLATA, Service Charge, per Call IntraLATA, Usage Charge, Rate per Minute:	\$1.10 \$0.20	
			3.	InterLATA, Service Charge, per Call InterLATA, Usage Charge, Rate per Minute:	\$2.50 \$0.31	designation of the second
		C.	Opti	on 3		<u> </u>
			1. 2.	Service Charge, Per Call: Usage Charge, Rate per Minute:	\$2.75 \$0.36	

The company reserves the right to rate calls terminating to wireless numbers at the applicable intraLATA toll rate. (N)

Issued: December 1, 2009

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By:

Ken Dawson, VP Contracts & Regulatory

5883 Rue Ferrari

Case No.:

San Jose, California 95138

3.8 [Reserved for Future Use]

(D)

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By:

Ken Dawson, VP Contracts & Regulatory

5883 Rue Ferrari

Case No.:

San Jose, California 95138

3.9 [Reserved for Future Use]

(D)

Issued: December 1, 2009

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By:

Ken Dawson, VP Contracts & Regulatory

5883 Rue Ferrari

Case No.:

San Jose, California 95138

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers or End Users by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Customer or End User to a service not being used by the Customer or End User. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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By: Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

Case No.: 07-____-TP-ZTA San Jose, California 95138 OHn0701

EXHIBIT B
Proposed Revised Tariff Pages

This tariff, Ohio Tariff No. 2 filed by Inmate Calling Solutions, LLC d/b/a ICSolutions cancels and replaces, in its entirety, the current tariff on file with the Commission Ohio Tariff No. 1 filed by Inmate Calling Solutions, LLC d/b/a ICSolutions

This tariff is in compliance with Rule 4901:1-6, OAC

INSTITUTIONAL TELECOMMUNICATIONS SERVICES

Regulations and Rates of

INMATE CALLING SOLUTIONS, LLC D/B/A ICSOLUTIONS 90-6164-CT-TRF

This tariff includes the rates, charges, terms and conditions of service for the provision of institutional operator services by Inmate Calling Solutions, LLC d/b/a ICSolutions between locations within the State of Ohio.

Issued: September 12, 2011 Effective: September 12, 2011

Ken Dawson, VP Contracts and Regulatory 2200 Danbury

San Antonio, TX 78217

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
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	*

Issued: September 12, 2011 Effective: September 12, 2011

By: Ken Dawson, VP Contracts and Regulatory 2200 Danbury

^{* -} indicates those pages included with this filing.

TABLE OF CONTENTS

Title Page	Cove
Check Sheet	1
Table of Contents	2
Application of Tariff	3
Explanation of Symbols	4
Tariff Format	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	7
Section 3 - Description of Service and Rates	13

Issued: September 12, 2011

Ken Dawson, VP Contracts and Regulatory

Effective:

September 12, 2011

By:

2200 Danbury San Antonio, TX 78217

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of automated operated assisted telecommunications services furnished within the State of Ohio by Inmate Calling Solutions, LLC d/b/a ICSolutions subject to the jurisdiction of the Ohio Public Utilities Commission.

Issued: September 12, 2011

By:

Ken Dawson, VP Contracts and Regulatory

2200 Danbury

San Antonio, TX 78217

September 12, 2011

Effective:

EXPLANATION OF SYMBOLS

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

- To signify a changed listing, rule or condition which may affect rates or charges. **(C)**
- **(D)** To signify a discontinued rate or regulation.
- **(I)** To signify an increase in rate or charge.
- To signify material relocated from one Page to another without change. (L)
- To signify a new rate or regulation. (N)
- To signify a reduced rate or charge. (R)
- **(T)** To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

Issued: September 12, 2011 Effective:

September 12, 2011

By:

TARIFF FORMAT

- **A.** Page Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff Page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).
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By:

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular Page is the most current on file with the Commission.

Issued: September 12, 2011 Effective: September 12, 2011

Ken Dawson, VP Contracts and Regulatory

2200 Danbury

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Call - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a live operator.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

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

Commission - Refers to the Public Utilities Commission of Ohio.

Company or Carrier - Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") unless otherwise clearly indicated by the context.

Correctional Institution or Institution - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions which contract with ICS for the provision of service for use by their Inmate population.

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

ICS - Used throughout this Tariff to refer to Inmate Calling Solutions, LLC d/b/a ICSolutions, ("ICS").

Inmates - The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

By:

Subscriber – The Correctional or Confinement Institution with which ICSolutions contracts, directly or indirectly, to provide telephone calling services.

Issued: September 12, 2011 Effective: September 12, 2011

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff.

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

2.2 Use

Services provided under this tariff may be used for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations of Service

- **2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.3.2** The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when service is used in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: September 12, 2011

Effective:

September 12, 2011

2.4 Liability of the Company

By:

- 2.4.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

Issued: September 12, 2011 Effective: September 12, 2011

Ken Dawson, VP Contracts and Regulatory 2200 Danbury

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

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

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

- A. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service.
- **B.** The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- C. A delinquent account may subject the Customer's service to temporary suspension..
- **D.** Customers who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

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2.5 Billing and Payment for Service, (Cont'd.)

2.5.2 Payment Arrangements

The Customer is responsible for payment of all charges for services furnished by the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

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

2.5.3 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Customers may contact the Company's business office at the following toll-free number: 1-888-506-8407, or in writing at Inmate Calling Solutions, LLC d/b/a ICSolutions, 2200 Danbury Street San Antonio, TX 78217.
- C. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43226-0573 Telephone: 614-466-3292

Toll Free: 800-686-7826

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San Antonio, TX 78217

2.5 Billing and Payment for Service, (Cont'd.)

2.5.4 Validation of Credit

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

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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2.6 Refusal or Suspension by Company

The Company may refuse or suspend service under the following conditions which include, but are not limited to:

- **A.** Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service.
- **B.** The Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
 - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Upon refusal by the Customer to permit the Company access to its facilities;
 - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.
 - 5. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides resold automated operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of the Company's services and network.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

3.2 Timing of Calls

By:

- 3.2.1 Long distance usage charges are based on the usage of the Company's service. Timing of each call begins when a communications path is established and ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.
- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3 Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.
- 3.2.4 The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

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3.3 Institutional Collect Calling Service

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

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

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

3.3.1 Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the ICS system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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3.4 Institutional Collect Calling Service – Rates and Charges

3.4.1 Option 1

A. Local

Usage Charges:

Local message charge, per call: \$0.50 Collect Station-to-Station, per call: \$2.50

B. IntraLATA & InterLATA

Usage Charges:

Rate per Minute: \$0.36

Per Call Charges:

Operator Station Collect \$2.50

3.4.2 Option 2

By:

A. Local

Local message charge, per call: \$0.50 Collect Station-to-Station, per call \$2.75

B. IntraLATA & InterLATA

Rate Per Minute: \$0.36 Operator Station Collect, per call: \$2.75

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3.5 Prepaid Institutional Calling Services

3.5.1 General

By:

ICS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed for those whose credit history is inadequate to receive collect calls as well as for those who simply wish to budget their inmate calls.

Calls are made by dialing either a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered.

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

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

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3.5 Prepaid Institutional Calling Services, (Cont'd.)

3.5.1 General, (Cont'd.)

A. Option A: Debit Card or Debit Account

With a Debit Card or Debit Account, the each inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the inmate's commissary account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Available balances in the Debit Card or Debit Account is refundable. Debit Account balances are refunded automatically when the Commissary account is closed. Refunds of debit card balances are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

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3.5 Prepaid Institutional Calling Services, (Cont'd.)

3.5.1 General, (Cont'd.)

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company for the Customer. The inmate will receive an authorization code, and instructions for accessing and using the service. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Payments to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Payments for Prepaid Collect Accounts and any Available Usage Balance are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the Debit or Prepaid account. No refunds of unused balances will be issued after the expiration date.

Initial or additional deposits to prepaid accounts may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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By:

3.5 Prepaid Institutional Calling Services, (Cont'd.)

3.5.2 Rates and Charges

A. Option 1

Α.	Option 1			
	1.	Local Service Charge, Per Call: * Local Message Rate, Per Call:	\$2.75 \$0.25	
	2.	Intra/InterLATA Service Charge, per Call: Intra/InterLATA Usage Charge, Rate per Minute:	\$2.75 \$0.36	
В.	Option 2			
	1.	Local Service Charge, Per Call: *	\$1.10	
	2.	IntraLATA, Service Charge, per Call IntraLATA, Usage Charge, Rate per Minute:	\$1.10 \$0.20	
	3.	InterLATA, Service Charge, per Call InterLATA, Usage Charge, Rate per Minute:	\$2.50 \$0.31	
C.	Option 3			
	1. 2.	Service Charge, Per Call: Usage Charge, Rate per Minute:	\$2.75 \$0.36	

* The company reserves the right to rate calls terminating to wireless numbers at the applicable intraLATA toll rate.

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EXHIBIT C

Summary of Changes

Inmate Calling Solutions, LLC d/b/a ICSolutions is an IOS provider. All references to services other than those of IOS have been deleted and text changes have been made to the remaining IOS.

IOS rates terms and conditions remain tariffed.

EXHIBIT D

Customer Notice of Detariffing

Not applicable.
As an IOS provider, Inmate Calling Solutions, LLC d/b/a ICSolutions does not have presubscribed customers.

EXHIBIT E

Affidavit

Not Applicable Please see Exhibit D. This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/9/2011 10:06:49 AM

in

Case No(s). 11-5017-TP-ATA

Summary: Application to Detariff electronically filed by Laura McGrath on behalf of Inmate Calling Solutions, LLC d/b/a ICSolutions