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October 10, 2018
Via Web Filing

Ms. Betty McCauley, Commission Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

**RE: In the Matter of the Application of ComApp Technologies LLC to Provide Inmate Operator Services
Case No. 18-1408-TP-ACE; 90-6428-TP-TRF**

Dear Ms. McCauley:

Enclosed for filing please find revised pages 8, 9, 10, 13, 14, 15, 16 and 17 of P.U.C.O. Tariff No. 1 and the Certificate of Good Standing from the Ohio Secretary of State filed on behalf of ComApp Technologies LLC in support of the Application for Authority to Provide Inmate Operator Services in the above-referenced case and tariff numbers.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon R. Warren

Sharon R. Warren
Consultant

tms: OHx1801a

Enclosures
SW/mp

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company undertakes to furnish secure institutional operator services originating at Correctional Facilities and terminating within the state of Ohio. The Company's services are available 24 hours per day, 7 days per week, 365 days per year.

2.1.2 [Reserved for Future Use]

2.1.3 The Company's services will be offered in compliance with all Commission rules and regulations.

2.2 Limitations of Service

2.2.1 The Company provides calling services to Inmates of confinement/correctional institutions.

2.2.2 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Tariff, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages but offers the use of its facilities when available and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 Service may otherwise be limited at the request of the Facility's administration or by rules of the Commission to decrease fraud and maintain security and control over the Inmate population.

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Phil Apanovitch, President
99 Washington Street
Melrose, MA 02176

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

2.3 Liability of the Company

- 2.3.1 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 or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service provided during which such interruption, delay, error, omission, or defect occurs.
- 2.3.2 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 transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service 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.
- 2.3.3 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 any act or omission of the Customer.
- 2.3.4 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.

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

2.4 Taxes

- 2.4.1 For Collect calls billed by the LEC, state and local taxes are listed separately and are not included in quoted rates. For Prepaid accounts, applicable taxes are not included in quoted rates but are available upon request and, with online purchases, displayed if selected. For Debit accounts, taxes are not known at the time of purchase since call destinations are not known. Taxes include state sales and use, county, municipal, utility and/or license taxes which vary.

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

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.

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

2.6 Refusal or Suspension by Company

The Company may refuse, suspend or discontinue 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. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission;
 - 4. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.

2.7 Call Restrictions

Calling restrictions may be imposed by the Facility. Calls to 911, 411, 0+/0-, 700, 8YY, 900, 976, 950, 10xxx, third number billed, credit card, and local direct will be blocked by the secure telephone system. The Facility may block additional calls according to its security policies and may require that calls only be placed to pre-approved numbers.

2.8 Contractual Offerings

The Company may negotiate with prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, without regard to this tariff. The Company shall file with the Commission, upon request, any contract or memorandum of understanding which will include the rates, charges, practices, rules or regulations applicable to the service.

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SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 Institutional Automated Operator Assisted Calling

3.1.1 General

Institutional automated operator service allows Inmates to place collect calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional automated operator service allows inmates to make calls to terminating locations anywhere within in the state. 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.

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

Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided at correctional facilities, the following special conditions apply:

- (A) Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- (B) At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- (C) At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- (D) At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- (E) Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.

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

3.1 Institutional Automated Operator Assisted Calling, (Cont'd.)

3.1.1 General, (Cont'd.)

- (F) At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- (G) At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- (H) At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

Two additional payment options are available with Institutional Automated Operator Service Calling. The first option, Institutional Prepaid Collect Service, allows the Called Party who receives collect calls from Inmates to set up his/her own prepaid account. The second option, Institutional Prepaid Debit Service, allows the Inmate (via the Institution personnel) to set up his/her own account/card at the Correctional Institution.

3.1.2 Institutional Prepaid Collect Service

Institutional Prepaid Collect provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

An Institutional Prepaid Collect account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number (s) associated with the account are processed real-time and posted to the account. 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. The Company does not engage in direct monetary transactions with the inmate. Accounts may be replenished.

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

3.1 Institutional Automated Operator Assisted Calling, (Cont'd.)

3.1.2 Institutional Prepaid Collect Service, (Cont'd)

Network usage is deducted from the Available Usage Balance in full minute increments on a real time basis as the call progresses. 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. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Account. 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.

Available Usage Balance in the Institutional Prepaid Collect Account is refundable upon request by the called party. Customers may choose to have their remaining balances refunded to a prepaid card that is available for use anywhere in the continuous USA. Check or credit card refunds are available if request is within 180 days of the last customer initiated activity. After 180 days, refund requests of remaining balances will be transferred to a prepaid card and mailed to the customer. An Institutional Prepaid Collect account is deactivated when no customer- initiated activity occurs within 180 days following the last customer-initiated transaction. The Available Usage Balance never expires and is available for usage until the balance on the account is zero.

Institutional Prepaid Collect Accounts are available for use 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.

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

3.1 Institutional Automated Operator Assisted Calling, (Cont'd.)

3.1.3 Institutional Prepaid Debit Service

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number.

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 following completion of the call and after it is rated.

Refunds of remaining balances in a Debit Card or Debit Account are refundable upon request, typically after release of the inmate from the 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.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COMAPP TECHNOLOGIES LLC, a Massachusetts For Profit Limited Liability Company, Registration Number 4215405, filed on July 31, 2018, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of September, A.D. 2018.

Jon Husted

Ohio Secretary of State

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in

Case No(s). 18-1408-TP-ACE

Summary: Tariff Revised electronically filed by Ms. Margeaux Pennywell on behalf of
COMAPP TECHNOLOGIES LLC REG CONTACT