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Ms. Renée Jenkins, Secretary of Commission  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

RE: Application for Certification of D.C. Telesystems, LLC to Provide Resold  
Interexchange Services for Inmate Services Throughout the State of Ohio - Case No.  
08-~~66~~TP-ACE

Dear Ms. Jenkins:

Enclosed for filing please find one original and seven (7) copies of the Application for  
Certification of D.C. Telesystems, LLC to Provide Resold Interexchange Services for Inmate  
Services throughout the State of Ohio. The following documents are included with this filing:

- Telecommunications Application for Routine Proceedings;
- Exhibit 1 - Proposed Inmate Tariff
- Exhibit 2 - Ohio Secretary of State Certificate
- Exhibit 3 - Verification of Maintenance of Telephony Records
- Exhibit 4 - Management Profiles
- Exhibit 5 - Evidence of Registration with OH Department of Taxation
- Exhibit 6 - Financial Statements
- Exhibit 7 - Verification of Compliance with any Affiliates

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter  
and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407)  
740-3004 or via e-mail to [morton@tminc.com](mailto:morton@tminc.com).  
Thank you for your assistance.

Sincerely,

Robin Norton  
Consultant to D.C. Telesystems, LLC

RN/ks

cc: Barbara LaFollette  
file: DC Telesystems - OH  
tms: OHn0800

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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 1/18/2008)

In the Matter of the Application of  
**D.C. Telesystems, LLC**  
For Certification to Provide Inmate Authority

) TRF Docket No. 90 -  
) Case No. 08 - 1656 - TP- ACN  
) NOTE: Unless you have reserved a Case # or are filing a Contract,  
) leave the "Case No" fields BLANK

Name of Registrant(s) D.C. Telesystems, LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 6401 Odana Road, Madison, WI 53719  
Company Web Address www.dctelesystems.com  
Regulatory Contact Person(s) Barbara LaFollette Phone 608-271-7707 Fax 608-442-8389  
Regulatory Contact Person's Email Address barbara@dctelesystems.com  
Contact Person for Annual Report Barbara LaFollette Phone 608-271-7707 Fax 608-442-8389  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Barbara LaFollette Phone 608-271-7707  
Address (if different from above) \_\_\_\_\_  
Motion for protective order included with filing? ☐ Yes ☒ No  
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

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

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

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

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



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

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

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

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

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

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

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



Section III. – Attestation

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

**AFFIDAVIT**

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

I am an officer/agent of the applicant corporation, D.C. Telesystems, LLC, and am authorized to make this statement on its behalf.

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

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

Executed on May 30, 2008

at Maitland, FL 32751.



Robin Norton, Consultant

5-30-08

Date

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

**VERIFICATION**

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



Robin Norton, Consultant

5-30-08

Date

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

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

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

***Or***

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



**EXHIBIT 1**

**D.C. Telesystems, LLC**

***Proposed Inmate Tariff***



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**INMATE SERVICES TARIFF**

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Regulations and Rates

of

**D.C. TELESYSTEMS, LLC**

**RESALE TELECOMMUNICATIONS SERVICES**

**Case No. 08-\_\_\_\_-TP-ZTA**

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

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Issued:

By:

Barbara LaFollette, President

6401 Odana Road

Madison, WI 53719

Effective:

Case No.: 08-\_\_\_\_-TP-ZTA

OHn0801



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INMATE SERVICES TARIFF

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**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	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*			
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - indicates those pages included with this filing.

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Issued:

By:

Barbara LaFollette, President

6401 Odana Road

Case No.: 08-\_\_\_\_-TP-ZTA

Madison, WI 53719

Effective:

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INMATE SERVICES TARIFF

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By:

Barbara LaFollette, President  
6401 Odana Road  
Madison, WI 53719

Effective:

Case No.: 08-\_\_\_\_-TP-ZTA

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**INMATE SERVICES TARIFF**

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**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 D.C. Telesystems, LLC subject to the jurisdiction of the Ohio Public Utilities Commission.

**SERVICE AREA MAP**

D.C. Telesystems, LLC will provide intrastate service throughout the State of Ohio.

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INMATE SERVICES TARIFF

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**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.

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INMATE SERVICES TARIFF

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## TARIFF FORMAT

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

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INMATE SERVICES TARIFF

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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** - D.C. Telesystems, LLC 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 the Company 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 Customer is the Customer.

**D.C. Telesystems, LLC** - Used throughout this Tariff to refer to D.C. Telesystems, LLC.

**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.

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INMATE SERVICES TARIFF

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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 located in correctional facility common areas permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company.

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**INMATE SERVICES TARIFF**

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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 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 Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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**Issued:****By:**

Barbara LaFollette, President

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Madison, WI 53719

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INMATE SERVICES TARIFF

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

**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 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 the Subscriber may not 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.

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INMATE SERVICES TARIFF

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

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

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**INMATE SERVICES TARIFF**

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

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

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

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

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Case No.: 08-\_\_\_\_-TP-ZTA

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INMATE SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****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 via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the 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.

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.

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INMATE SERVICES TARIFF

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

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

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

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

**2.6.5 Billing Dispute**

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

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

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INMATE SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.6 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.

**2.6.7 Billing Entity Conditions**

When billing functions on behalf of the Company 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.

**2.7 Cancellation or Termination of Service by Customer**

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.

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INMATE SERVICES TARIFF

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

The Customer 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 Customer's bill, as opposed to be included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI.

**2.8.1 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

\$0.56

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INMATE SERVICES TARIFF

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

The Company may refuse or discontinue service under the following conditions in accordance with the Minimum Telephone Service Standards as stated in O.A.C. §4901:1-5-17. 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.
- B.** In accordance with O.A.C. §4901, the Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
  - 1.** Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  - 2.** Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
  - 3.** Upon refusal by the Customer to permit the Company access to its facilities;
  - 4.** In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.
- C.** In accordance with O.A.C. §4901, the Company may, without notice, suspend service when any of the following conditions exist:
  - 1.** In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
  - 2.** In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
  - 3.** In the event of Customer tampering with equipment owned by or services provided by the Company.

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INMATE SERVICES TARIFF

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

**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 Compliance with Regulatory Requirements**

The Company reserves the right to suspend service, limit service, or to impose requirements in compliance with the MTSS rules.

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**INMATE SERVICES TARIFF**

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**SECTION 3 -DESCRIPTION OF SERVICE****3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

**3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

**3.2.2** Chargeable time for a call ends upon disconnection by either party.

**3.2.3** The minimum call duration and initial period for billing purposes is one minute.

**3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

**3.2.5** No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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INMATE SERVICES TARIFF

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D).****3.3 D.C. TeleSystems Institutional Automated Collect Operator Service**

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

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

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

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INMATE SERVICES TARIFF

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D).****3.4 D.C. TeleSystems Prepaid Institutional Calling Services****3.4.1 General**

D.C. TeleSystems Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed to provide calling alternatives to: Called parties who subscribe to local exchange carriers that do not offer third party billing of collect calls; called parties whose credit history is inadequate to receive collect calls; inmates who wish to utilize their commissary funds for call placement; called parties who wish to budget their monthly expense for collect calls.

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

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

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INMATE SERVICES TARIFF

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D).****3.4 D.C. TeleSystems Prepaid Institutional Calling Services, (Cont'd.)****3.4.1 General, (Cont'd.)****A. Option A: Prepaid Debit Account**

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her commissary account to their telephone 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 prepaid/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.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Debit Account is refundable upon request after release of the inmate from the Confinement Institution. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

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Case No.: 08-\_\_\_\_-TP-ZTA

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INMATE SERVICES TARIFF

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D).****3.4 D.C. TeleSystems Prepaid Institutional Calling Services, (Cont'd.)****3.4.1 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. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

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. Prepaid accounts (Options A and B) may be replenished; the minimum initial deposit or replenishment amount is \$25.00.

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By:

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INMATE SERVICES TARIFF

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**SECTION 4 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company.

Customers are billed based on their use of the Company's long distance service. No fixed monthly recurring charges apply.

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INMATE SERVICES TARIFF

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**SECTION 4 - RATES, (CONT'D).****4.2 D.C. TeleSystems Institutional Collect-Only Service Rates**

The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

**4.2.1 Institutional Collect-Only - Basic Service****A. Local Rates and Charges**

Local Per Call Service Charge: \$2.25

**B. IntraLATA Rates and Charges**

IntraLATA Usage Rate, per minute: \$0.36

IntraLATA Per Call Service Charge: \$2.25

**C. InterLATA Institutional Collect-Only Rates**

InterLATA Usage Rate, Per Minute: \$0.36

InterLATA Per Call Service Charge: \$2.50

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INMATE SERVICES TARIFF

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**SECTION 4 - RATES, (CONT'D).****4.3 D.C. TeleSystems Prepaid Institutional Calling Services****4.3.1 Institutional Prepaid Debit Account****A. Local Rates and Charges**

Local Per Call Service Charge: \$2.025

**B. IntraLATA Rates and Charges**

IntraLATA Usage Rate, per minute: \$0.324

IntraLATA Per Call Service Charge: \$2.025

**C. InterLATA Institutional Collect-Only Rates**

InterLATA Usage Rate, Per Minute: \$0.324

InterLATA Per Call Service Charge: \$2.25

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**SECTION 4 - RATES, (CONT'D).****4.3 D.C. TeleSystems Prepaid Institutional Calling Services, (Cont'd.)****4.3.2 Institutional Prepaid Collect Account****A. Local Rates and Charges**

Local Per Call Service Charge: \$2.25

**B. IntraLATA Rates and Charges**

IntraLATA Usage Rate, per minute: \$0.36

IntraLATA Per Call Service Charge: \$2.25

**C. InterLATA Institutional Collect-Only Rates**

InterLATA Usage Rate, Per Minute: \$0.36

InterLATA Per Call Service Charge: \$2.50

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**EXHIBIT 2**

**D.C. Telesystems, LLC**

**Ohio Secretary of State Certificate**





DATE: 05/13/2008	DOCUMENT ID 200813301224	DESCRIPTION REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	FILING 125.00	EXPED 100.00	PENALTY .00	CERT .00	COPY .00
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**Receipt**

This is not a bill. Please do not remit payment.

MICHAEL BEST & FRIEDRICH LLP  
ONE SOUTH PICKNEY STREET  
MADISON, WI 43703

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1779580

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**D.C. TELESYSTEMS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**REGISTRATION OF FOREIGN LIMITED LIABILITY CO**

Document No(s):

**200813301224**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 12th day of May, A.D. 2008.

Ohio Secretary of State

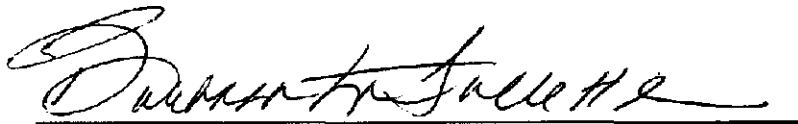


**EXHIBIT 3**

**D.C. Telesystems, LLC**

**Verification of Maintenance of Telephony Records**

I, Barbara LaFollette, President of D.C. Telesystems, LLC, a Wisconsin Corporation, verify that D.C. Telesystems, LLC will maintain its telephony records in accordance with Generally Accepted Accounting Principles ("GAAP"), as required by O.A.C. 4901:1-6-10(D)(4), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.



Barbara LaFollette, President  
D.C. Telesystems, LLC  
6401 Odana Road  
Madison, WI 53719  
Telephone: 608-271-7707  
Facsimile: 608-442-8289

Dated: \_\_\_\_\_

5/28/08



**EXHIBIT 4**

**D.C. Telesystems, LLC**

**Management Profiles**



**D.C. TELESYSTEMS, LLC**  
Management Profiles

**Barbara La Follette, President**

Ms. La Follette received a B.A. degree from the University of Wisconsin – Madison in 1969. She spent 20 years as an administrator in County and State government, including over 5 years as Director of Juvenile Services in the Wisconsin Department of Corrections.

Barbara La Follette has over sixteen years experience in telecommunications specializing exclusively in the inmate telephone market. Since 1990, she has worked with over 110 correctional facilities from around the country to increase commission revenues, and improve inmate telephone performance and accountability. She has managed multimillion-dollar inmate phone installations and operations in Wisconsin, New Jersey, Nevada, California, and Rhode Island. She has a wide range of experience in inmate telephone technology and a broad knowledge of correctional telecommunications systems on a national basis. Her experience in auditing, system design, technical assistance, and consulting provides DC TeleSystems the tools necessary to install and manage the inmate phone system for maximum efficiency and performance.

Prior to forming DC TeleSystems in 2001, Ms. La Follette was President for eleven years of our predecessor firm La Follette & Associates Inc., an inmate telephone management and consulting firm. Ms. La Follette oversees total system operations including, management of the DC TeleSystems Management Team, strategic partnerships, revenue generation and enhancement, customer relations, technical support, management of on-site staff and contract administration.



**Allen Patrick, Vice President**

Mr. Patrick is a graduate of the University of Cincinnati, a past trustee of the University of Cincinnati Foundation and Dean's Advisory Council for the College of Design, Art, Architecture and Planning. He is a Fellow of the American Institute of Architects and a past Commissioner of the Commission for Accreditation of Corrections of the American Correctional Association (ACA). Mr. Patrick has been involved in the field of criminal justice since 1965 and is a nationally recognized authority in that field.

As Vice President, Mr. Patrick is assigned the responsibilities of sales/marketing manager to the company. He has been involved in more than 500 criminal justice projects throughout the United States and other parts of the world. Tasks include project management, pre-architecture planning, programming and design of the entire criminal justice family including facilities for law enforcement, detention, adjudication and corrections for adults and juveniles.

Mr. Patrick has extensive experience in the strategic planning of projects, negotiation of contracts, value added/value management engineering, quality assessment, quality control, cost benefit analysis, contract management and operations management. Prior to joining DC TeleSystems in December 2004, he was the Senior Principal of the Criminal Justice Facilities Practice for one of the largest architectural and engineering firms in the world.



**Honore Manning, Marketing Coordinator**

Honore Manning recently joined DC TeleSystems as the Marketing Coordinator assisting in marketing and public relations activities. She holds a B.A. Degree in journalism from the University of Wisconsin- Eau Claire.

Ms. Manning has over twelve (12) years combined experience in journalism, marketing and sales. Prior to joining DC TeleSystems, she worked in the marketing department for a large food distributor specializing in advertising, public relations, graphic design, event planning, and promotions. She is a licensed Wisconsin Real Estate Agent, awarded for sales achievement and customer satisfaction from her previous employer, Veridian Homes.

At DC TeleSystems, Ms. Manning is responsible for the design, writing, assembly and delivery of County and State Requests for Proposals; Developing materials for market distribution and trade show attendance; maintaining current and potential client databases; Monitoring competition in the market and recommending market strategies.



## **Joanna Vohnoutka**

Joanna Vohnoutka is the On-Site Coordinator for DC TeleSystems. She holds a B.A. degree from the University of Minnesota.

Ms. Vohnoutka has over 20 years experience in telecommunications and over 3 years experience managing inmate telephone operations at the Waukesha County Jail. Prior to joining DC TeleSystems, she spent seventeen (17) years with Norstan Communications in Milwaukee specializing in customer service. She worked with customer telecommunications managers to identify the PBX hardware and software changes needed to effectively respond to changing business requirements. Responsibilities included training customers on the use of the equipment and software applications. She provided customer support in the form of post installation troubleshooting, responding to customer inquiries, and fine tuning application software. Ms. Vohnoutka provided technical assistance customer service, on-site training and worked directly with customers to recommend network configurations and communications solutions.

Ms. Vohnoutka has been employed by DC TeleSystems since August 2002. She is presently responsible for daily oversight of the Managed Inmate Phone System at the Waukesha County Jail Complex. Her responsibilities include: monitoring call progress through download of call records; Ensuring FTP upload to the Billing and Collection Company; Performing daily diagnostic tests of system operations; Identifying system-wide problems and bringing them to the attention of facility administration; Entering, scheduling and tracking Trouble Tickets to resolution; Preparing reports at the request of County staff; Managing the inmate PIN database; Developing and maintaining inmate phone data base data functions and transactions including call blocking, add/change/delete functions; Interacting with facility personnel and administrators concerning any issues arising with the use or inmate abuse of the system; Responding to inmate and staff questions about the phone system; Providing customer service to inmate families; and Training of facility personnel and law enforcement officials on the use of the system.



## **John Gardner**

John Gardner has engineered and installed inmate telephone systems for over eleven years at Correctional and Jail Facilities across the United States, ranging in population size from ten inmates to over 3,000 inmates. He has managed large scale projects designing call processing systems and establishing networks from the initial planning stages for new, unpopulated facilities all the way to completion to a working and populated facility. He also has vast expertise upgrading existing facilities to an entirely new call processing system and integrating multiple system networks.

Mr. Gardner's work with IT Departments at numerous Correctional and Jail Facilities has also rendered him an extensive understanding of the intricacies and workings of governmental data networks and their functions of, not only inmate phone processes, but also Correctional and Jail Management Systems and Commissary Systems. He understands the importance of a secure call processing platforms inherent with inmate telephones and governmental processes encompassing T-1 and 56k circuits, analog and digital C.O. circuits, Sysco routers and switches, Adtran and Adit channel banks, and PIX firewall applications.

Years of experience in the inmate industry have afforded him a thorough insight of the inner workings and enormous demands Confinement Professionals encounter with security, safety issues, the importance of minimum system downtime and need for minimal interruptions to daily operations.



**EXHIBIT 5**

**D.C. Telesystems, LLC**

**Evidence of Registration with Ohio Department of Taxation**





May 30, 2008  
Via U.S. Mail

2600 Maitland Center Pkwy.  
Suite 300  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
Tel: 407-740-8575  
Fax: 407-740-0613  
www.tminc.com

Ohio Department of Taxation  
In Care of: Public Utilities Section  
30 East Broad Street, 21<sup>st</sup> Floor  
Columbus, Ohio 43266-0420

Dear Sir/Madam:

Please be advised that D.C. Telesystems, LLC has applied for certification by the Public Utilities Commission of Ohio to operate as a provider of resold and facilities-based local exchange and resold long distance telecommunications services in the State of Ohio.

All official correspondence should be addressed to:

Barbara LaFollette, President  
D.C. Telesystems, LLC  
6401 Odana Road  
Madison, WI 53719  
Telephone: 608-271-7707  
Facsimile: 608-442-8389

Any questions you may have regarding the above may be directed to me at 407-740-3004 or via email at [morton@tminc.com](mailto:morton@tminc.com).

Sincerely,

Robin Norton  
Consultant to D.C. Telesystems, LLC

RN/ks

cc: Barbara LaFollette - D.C. Telesystems, LLC  
file: D.C. Telesystems - OH



**EXHIBIT 6**

**D.C. Telesystems, LLC**

**Financial Statements**



7:28 PM  
03/10/08  
Accrual Basis

**D.C. TELESYSTEMS LLC**  
**Profit & Loss**  
January through December 2007

	Jan - Dec 07
<b>Income</b>	
4001 · CONTRACT INCOME	
4015 · ON SITE CORDINATOR	3,940.28
4020 · MANAGEMENT FEES	68,283.33
4030 · EQUIPMENT LEASES	1,573.75
4050 · RADICAL SUPPORT	720.00
4060 · IT SUPPORT	0.00
Total 4001 · CONTRACT INCOME	74,517.36
4100 · NEW CONTRACT INCOME	205,623.33
4200 · OTHER INCOME	
4210 · INTEREST INCOME	12,101.04
Total 4200 · OTHER INCOME	12,101.04
Total Income	292,241.73
<b>Cost of Goods Sold</b>	
5000 · CONTRACT EXPENSES	
5010 · CONTRACT FEES	3,629.31
5020 · EQUIPMENT RENTAL	4,593.75
5030 · IT SUPPORT	4,974.90
5065 · INSURANCE ON EQUIPMENT	2,630.00
Total 5000 · CONTRACT EXPENSES	15,827.96
5100 · NEW CONTRACT EXPENSE	145,517.16
Total COGS	161,345.12
Gross Profit	130,896.61
<b>Expense</b>	
6200 · CENTRAL OFFICE ADMINISTRATION	
6210 · SALARIES AND WAGES	318,046.21
6220 · PAYROLL TAXES	163,145.01
6240 · EMPLOYEE BENEFITS	19,059.04
6250 · PAYROLL PROCESSING	2,470.75
Total 6200 · CENTRAL OFFICE ADMINISTRATION	502,721.01
6400 · OFFICE EXPENSE	
6405 · RENT	31,709.47
6415 · OFFICE EXPENSE	10,873.20
6425 · OFFICE SUPPLIES	7,681.21
6430 · POSTATGE AND DELIVERY	4,018.87
6440 · PRINTING AND REPRODUCTIONS	8,704.69
6445 · MEMBERSHIPS, DUES, SUBSCRIPTION	2,700.00
6450 · TELEPHONE	15,575.71
6460 · DIRECTORS FEES	1,000.00
6480 · OFFICE TRAVEL	16,419.81
6485 · OFFICE LODGING	3,776.73
6486 · OFFICE MEALS & ENTERTAINMENT	1,884.26
6490 · BANK FEES	1,673.06
Total 6400 · OFFICE EXPENSE	106,017.01
6500 · REPAIRS	
6520 · COMPUTER REPAIRS	1,096.44
6530 · EQUIPMENT REPAIRS	813.60
Total 6500 · REPAIRS	1,910.04
6600 · BUSINESS POSITIONING	
6610 · TRAVEL	91,812.00
6620 · MEALS & ENTERTAINMENT	2,390.73
6630 · LODGING	10,706.71
6640 · MEETINGS	3,456.86
6645 · ADVERTISING	2,138.00
6650 · OTHER EXPENSE	20,729.24
Total 6600 · BUSINESS POSITIONING	131,233.54



7:28 PM  
03/10/08  
Accrual Basis

**D.C. TELESYSTEMS LLC**  
**Profit & Loss**  
January through December 2007

	Jan - Dec 07
<b>6700 · CONFERENCE PR, MKT, SALES</b>	
6750 · CONFERENCE FEES	9,352.69
6760 · CONFERENCE MEALS/ENTERTAINMENT	1,191.27
6770 · CONFERENCE LODGING	3,197.53
6780 · CONFERENCE TRAVEL	3,117.50
6790 · OTHER EXPENSE	2,422.59
<b>Total 6700 · CONFERENCE PR, MKT, SALES</b>	<b>19,281.58</b>
<b>6800 · PROFESSIONAL FEES</b>	
6820 · LEGAL FEES	9,688.07
6850 · ACCOUNTING / TAX	7,462.50
6870 · CONSULTING FEES	8,625.99
6880 · MARKETING SURVEY	2,601.21
<b>Total 6800 · PROFESSIONAL FEES</b>	<b>28,375.77</b>
<b>6900 · INSURANCE</b>	
6910 · D & O LIABILITY	6,213.78
6920 · PROFESSIONAL LIABILITY	1,025.10
6930 · PROPERTY/CASUALTY	236.00
<b>Total 6900 · INSURANCE</b>	<b>7,474.88</b>
<b>8100 · TAXES</b>	
8150 · PERSONAL PROPERTY TAXES	264.02
<b>Total 8100 · TAXES</b>	<b>264.02</b>
<b>Total Expense</b>	<b>797,277.85</b>
<b>Net Income</b>	<b>-666,381.24</b>



11:11 AM  
07/19/07  
Accrual Basis

**D.C. TELESYSTEMS LLC**  
**Balance Sheet**  
**As of June 30, 2007**

	<u>Jun 30, 07</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 - CASH	
1010 - CASH, CHASE MANAHATTAN BANK	156,282.11
1015 - CHASE BANK CD	30,827.28
1000 - CASH - Other	123,019.78
<b>Total 1000 - CASH</b>	<u>310,129.17</u>
<b>Total Checking/Savings</b>	310,129.17
Accounts Receivable	
1100 - ACCOUNTS RECEIVABLE- TRADE	57,783.21
<b>Total Accounts Receivable</b>	<u>57,783.21</u>
<b>Total Current Assets</b>	367,912.38
<b>Fixed Assets</b>	
1700 - ORGANIZATIONAL COSTS	
1710 - ORGANIZATIONAL COSTS - LEGAL	30,000.00
1711 - ACCUM DEPR ORG COSTS	-667.00
<b>Total 1700 - ORGANIZATIONAL COSTS</b>	<u>29,333.00</u>
1800 - PROPERTY PLANT AND EQUIPMENT	
1810 - EQUIPMENT	68,170.77
1820 - OFFICE FURNITURE AND EQUIPMENT	
1821 - ACC DEPREC, OFFICE FURN AND EQU	-450.00
1820 - OFFICE FURNITURE AND EQUIPMENT - Other	36,899.32
<b>Total 1820 - OFFICE FURNITURE AND EQUIPMENT</b>	<u>36,449.32</u>
<b>Total 1800 - PROPERTY PLANT AND EQUIPMENT</b>	<u>104,620.09</u>
<b>Total Fixed Assets</b>	<u>133,953.09</u>
<b>TOTAL ASSETS</b>	<u><u>501,865.47</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 - ACCOUNTS PAYABLE	22,933.98
<b>Total Accounts Payable</b>	<u>22,933.98</u>
Other Current Liabilities	
2050 - OTHER CURRENT LIABILITY	
2080 - LINE OF CREDIT	13,500.00
<b>Total 2050 - OTHER CURRENT LIABILITY</b>	<u>13,500.00</u>
2100 - PAYROLL LIABILITIES	10,892.64
2130 - LIAB FOR PREPAID EQUIPMENT	84,575.85
<b>Total Other Current Liabilities</b>	<u>108,968.49</u>
<b>Total Current Liabilities</b>	<u>131,902.47</u>
<b>Total Liabilities</b>	131,902.47



11:11 AM  
07/19/07  
Accrual Basis

**D.C. TELESYSTEMS LLC**  
**Balance Sheet**  
**As of June 30, 2007**

	<u>Jun 30, 07</u>
<b>Equity</b>	
<b>3100 · MEMEBERS EQUITY</b>	
3118 · MEMBERS EQUITY, JEFFERS	200,000.00
3120 · MEMBERS EQUITY, FUIKS	25,000.00
3122 · MEMBERS EQUITY, EMPIRE	200,000.00
3124 · MEMBERS EQUITY, STORIER	50,000.00
3126 · MEMBERS EQUITY, TISHMAN	400,000.00
3128 · MEMBERS EQUITY, THOMPSON	100,000.00
3130 · MEMBERS EQUITY, MAUTZ	25,000.00
3132 · MEMBERS EQUITY, BGKP PROP	150,000.00
3134 · MEMBERS EQUITY, HILL	11,999.26
3136 · MEMBERS EQUITY, BEATTY	100,000.00
3145 · MEMBERS EQUITY, SKOLNIK	13,000.00
<b>Total 3100 · MEMEBERS EQUITY</b>	<u>1,274,999.26</u>
<b>3700 · RETAINED EARNINGS</b>	-592,156.12
<b>Net Income</b>	<u>-312,880.14</u>
<b>Total Equity</b>	<u>369,963.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>501,865.47</u></u>



**EXHIBIT 7**

**D.C. Telesystems, LLC**

**Verification of Compliance with any Affiliates**

The Company has no affiliates.