

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

## July 22, 2008 Via Overnight Delivery & E-File

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

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

Dear Ms. Jenkins:

Enclosed for filing please find one (1) original and seven (7) copies of amended tariff pages to revise the case no. and effective dates in footers. This filing is submitted at the request of staff in connection with the above referenced proceeding.

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

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

Sincerely,

Robin Noton

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

RN/lm Enclosures

cc: Barbara LaFollette file: D.C. Telesystems - OH tms: OHn0801a Regulations and Rates

of

## D.C. TELESYSTEMS, LLC

## RESALE TELECOMMUNICATIONS SERVICES

## Case No. 08-656-TP-ACE

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

#### 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.

1Original*26Original*2Original*27Original*3Original*28Original*4Original***5Original**6Original*7Original*	PAGE	REVISION		PAGE	REVISION	
3Original*28Original*4Original*5Original*6Original*	1	Original	*	26	Original	*
4 Original * 5 Original * 6 Original *	2	Original	*	27	Original	*
5 Original * 6 Original *	3	Original	*	28	Original	*
6 Original *	4	Original	*			
6	5	Original	*			
7 Original *	6	Original	*			
, Crighter	7	Original	*			
8 Original *	8	Original	*			
9 Original *	9	Original	*			
10 Original *	10	Original	*			
11 Original *	11	Original	*			
12 Original *	12	Original	*			
13 Original *	13	Original	*			
14 Original *	14	Original	*			
15 Original *	15	Original	*			
16 Original *	16	Original	*			
17 Original *	17	Original	*			
18 Original *	18	Original	*			
19 Original *	19	Original	*			
20 Original *	20	Original	*			
21 Original *	21	Original	*			
22 Original *	22	Original	*			
23 Original *	23	Original	*			
24 Original *	24		*			
25 Original *	25	-	*			

\* - indicates those pages included with this filing.

## TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Application of Tariff	4
Service Area Map	4
Explanation of Symbols	5
Tariff Format	6
SECTION 1 - Technical Terms and Abbreviations	7
SECTION 2 - Rules and Regulations	9
SECTION 3 - Description of Service	20
SECTION 4 - Rates	25

## **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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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/or the Subscriber; use of service or facilities may not be transferred or assigned 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.

OHn0801a

#### 2.5 Liability of the Company

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

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

#### 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.

Barbara LaFollette, President 6401 Odana Road Madison, WI 53719

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

#### 2.6.3 Deposits

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

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

## 2.6.4 Return Check Charge

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

#### 2.6.5 Billing Dispute

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

Public Utilities Commission of Ohio180 East Broad StreetColumbus, OH 43226-0573Telephone:614-466-7532Toll Free:800-686-7826

#### 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.

#### 2.8 Taxes and Fees

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

#### 2.9 Refusal or Discontinuance by Company

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

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

#### 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.

## **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.

#### 3.3 D.C. TeleSystems Institutional Automated Collect Operator Service

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

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

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

#### 3.4 D.C. TeleSystems Prepaid Institutional Calling Services

#### 3.4.1 General

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

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

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

#### 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.

July 3, 2008

Effective:

#### **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.

## **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.

#### **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				

# SECTION 4 - RATES, (CONT'D).

D.C. 7	. TeleSystems Prepaid Institutional Calling Services					
4.3.1	Institutional Prepaid Debit Account					
	А.	Local Rates and Charges				
		Local Per Call Service Charge:	\$2.025			
	В.	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			
		4.3.1 Institu A. B.	<ul> <li>A. Local Rates and Charges <ul> <li>Local Per Call Service Charge:</li> </ul> </li> <li>B. IntraLATA Rates and Charges <ul> <li>IntraLATA Usage Rate, per minute:</li> <li>IntraLATA Per Call Service Charge:</li> </ul> </li> <li>C. InterLATA Institutional Collect-Only Rates <ul> <li>InterLATA Usage Rate, Per Minute:</li> </ul> </li> </ul>			

## 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 \$2.25 IntraLATA Per Call Service Charge: C. InterLATA Institutional Collect-Only Rates InterLATA Usage Rate, Per Minute: \$0.36 InterLATA Per Call Service Charge: \$2.50

# This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/22/2008 10:07:06 AM

in

Case No(s). 08-0656-TP-ACE

Summary: Amended Application of the final tariff pages to revise the case no. and effective dates in footers. This filing is submitted at the request of staff. electronically filed by Miss Laura McGrath on behalf of D.C. Telesystems, LLC