SECURUS

Technologies

March 17, 2016

### **VIA OVERNIGHT DELIVERY**

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

Re: Securus Technologies, Inc. (90-5787-CT-TRF) Revisions to Securus Technologies, Inc. PUCO Tariff No. 1

Dear Sir or Madam,

UTTRADCOCHTER 2016 MAR 1 8 AN1  $\overline{\bigcirc}$  $\overline{}$ 

Please find enclosed on behalf of Securus Technologies, Inc. ("Securus") an original plus ten (10) copies of proposed revisions to the Company's Tariff PUCO No. 1. Pages affected by this filing include: Fourth Revised Sheet No. 2, First Revised Sheet Nos. 3 and 6, Original Sheet No. 6.1, First Revised Sheet No. 7, Original Sheet No. 7.1, First Revised Sheet Nos. 9 and 10, Second Revised Sheet No. 11, Original Sheet No. 11.1, First Revised Sheet Nos. 12, 14, 16, 19, and 20, and Original Sheet No. 20.1. Securus has also enclosed the Telecommunications Filing Form.

The proposed revisions are required to comply with the Federal Communications Commission ("FCC") Second Report and Order, Rates for Interstate Inmate Calling Services ("ICS"), WC Docket No. 12-375 released November 5, 2015, as applicable to Prisons. This FCC Order set rate structures and fee caps applicable to both Intrastate and Interstate ICS. On March 7, 2016, the U.S. Court of Appeals for the District of Columbia Circuit issued a "partial stay" of only two portions of the FCC Order. Therefore, all other provisions of the FCC Order become effective March 17, 2016. This filing is to modify our intrastate tariff to come into compliance with these FCC requirements by the March 17, 2016, effective date. Securus was still in negotiations with the prison facilities and agreement was not reached until hours before the changes were required to be effective under federal law. Accordingly, and for good cause shown, the Company respectfully requests the filing be allowed to take effect on March 17, 2016. The Company will make a separate tariff filing supplementing rates applicable to "Jails" as required by the FCC rules prior to the June 20, 2016 effective date.

The Company sincerely appreciates your attention to this matter. Please acknowledge receipt of this filing by date stamping the enclosed additional copy of this cover letter and returning it in the preaddressed stamped envelope provided. Should you have any questions or comments regarding this filing, please contact the undersigned at (972) 277-0395 or dconde@securustechnologies.com.

Respectfully submitted,

: Conde

**Debbie Conde** Senior Regulatory Analyst

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. 1 8 2016 \_\_\_\_Date Processed Su Technician\_\_\_

14651 Dallas Parkway, Suite 600 | Dallas, TX 75254-8815 | SecurusTechnologies.com

### The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 9-2-2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

11 00 CR05 OF TR

In the Matter of the Application of <u>Securus Technologies</u> , )	TRF Docket No. 90- <u>5787-CT-</u>	<u>IRF</u>
<u>Inc.</u> )	Case No <b>T</b>	P -
to File Revisions to PUCO No. 1 Inmate Operator Services	NOTE: Unless you have reserved a	
( <u>ariff</u> )	BLANK.	
Name of Registrant(s) <u>Securus Technologies, Inc.</u>		
DBA(s) of Registrant(s)		
Address of Registrant(s) 14651 Dallas Parkway, Suite 600, Dallas,	<u>TX_75254</u>	
Company Web Address www.securustechnologies.com		
Regulatory Contact Person(s) Debbie Conde, Senior Regulatory At	nalyst Phone <u>972-277-0395</u>	Fax <u>972-277-0416</u>
Regulatory Contact Person's Email Address dconde@securustechn	ologies.com	
Contact Person for Annual Report Debbie Conde, Senior Regulator	ry Analyst	Phone <u>972-277-0395</u>
Address (if different from above)		
Consumer Contact Information _ Cameshia Davis, Compliance At	<u>nalyst</u>	Phone <u>972-277-0472</u>
Address (if different from above)		
Motion for protective order included with filing? $\Box$ Yes $\boxtimes$ No		
Motion for waiver(s) filed affecting this case? 🗌 Yes 🛛 No [No	ote: Waivers may toll any automatic	timeframe.]

### Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to  $\underline{4901:1-7}$  OAC, and Wireless is Pursuant to  $\underline{4901:1-6-24}$  OAC. Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> 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.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

# 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.

### All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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### Section I - Part I - Common Filings

Carrier Type Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)
Revisions to BLES Cap.	(0 day Notice)		
Introduce BLES or expand local service area (calling area)	C ZTA <u>1-6-14(H)</u> (0 day Notice)	☐ ZTA <u>1-6-14(H)</u> (0 day Notice)	[] ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	[] ZTA <u>1-6-27(C)</u> (0 day Notice)	D ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	☐ TRF <u>1-6-14(F)</u> (0 day Notice)	(0 day Notice)	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	BLS <u>1-6-14</u> (C)(1)(c) (Auto 30 days)		
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain)			

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## Section I - Part II - Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
15-day Notice				
30-day Notice				
Date Notice Sent:				<u> </u>

### Section I – Part III – IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-10</u>	UNC <u>1-6-09</u>
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

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### Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

\*Supplemental Certification forms can be found on the Commission Web Page.

### Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u>	ACN <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u>	ACO <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29(B)</u>	[] CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u>	☐ ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
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\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-29 Filing Requirements on the Commission's Web Page</u> for a complete list of exhibits.

Section III - Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	□ NAG <u>1-7-07</u> (Auto 90 day)	NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 days)	ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	ATA <u>1-3-04</u> (Auto 30 days)	
Wireless Providers See <u>4901:1-6-24</u>	RCC [Registration & Change in Operations]	Interconnection Agreement or

### Section IV. – Attestation

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

### <u>AFFIDAVIT</u> Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Curtis L. Hopfinger

, and am authorized to make this statement on its behalf.

Please Check ALL that apply:

 $\square$  I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) March 17, 2016 at (Location) Dallas, Texas

/h.j \*(Signature and Title) (Date) March 17, Director - Regulatory & Government Affairs 2016

• 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. <u>Debbie Conde</u> verify that I have utilized the Telecommunications Filing Form for most 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.

All - C

*(Signature and Title)_	Revore conde	<u>e</u> Senior Regulatory Analyst	(Date) <u>March 17, 2016</u>
*Verification is require	d for every filing. It may	be signed by counsel or an officer of	the applicant, or an authorized agent of the
applicant.			

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

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793 Or Make such filing electronically as directed in Case No 06-900-AU-WVR

# EXHIBIT "A" SECURUS TECHNOLOGIES, INC.

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# COPY OF TARIFF PAGES SUPERSEDED

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Securus Technologies, Inc.

Third Revised Sheet No. 2 Replaces Second Revised Sheet No. 2

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

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### LIST OF EFFECTIVE SHEETS

Current Sheets in this Tariff are as follows:

Sheet	Revision
1	First
2	Third*
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	First
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
19.1	First*
20	Original

Issued: June 18, 2012

Effective: June 18, 2012

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

Original Sheet No. 3

### Securus Technologies, Inc.

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

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Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

### SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS

- AOS: An acronym derived from the term Alternate Operator Services. Alternate Operator Services are those services provided by the Carrier in which the customer and the end user are totally separate entities. The Carrier contracts with the customer to provide the alternate operator services; however, the Carrier does not directly contract with the end user to provide the services even though it is the called station who actually pays for the processing of operator-assisted calls.
- <u>Authorized Code</u>- A pre-defined series of numbers to be dialed by the Inmate User or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided
- <u>Authorized User-</u> A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.
- <u>Called Station</u> The terminating point of a call (the called number).
- Calling Station- The originating point of a call (i.e. the calling number).
- <u>Carrier or Company</u>- Whenever used in this tariff, "Carrier" or "Company" refers to Securus Technologies, Inc., unless otherwise specified or clearly indicated by the context.
- <u>Collect Call</u>- A billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge.
- <u>Commission</u>- The Public Utilities Commission of Ohio.
- <u>Customer</u>- The person, firm, partnership, corporation, correctional facility, or other entity who owns, leases, or manages the pay telephone, PBX, or other vehicle from which an end user places a call utilizing the services of the Carrier.
- <u>Debit Account</u> An account that is not associated with a Local Exchange Carrier business or residential access line. A Debit Account is established for an Inmate User or Authorized User with an initial prepaid balance from which charges for service provided by Carrier are deducted on a per minute, real time basis.
- <u>Debit Card</u>-A card issued by the Company which provides the Inmate User or Authorized User with a Debit Account, an Authorization Code, and instructions for accessing the Carrier's network. Inmate User or Authorized Users purchases usage on a set prepaid basis.
- <u>Debit Card Call</u> A service whereby the Inmate User or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence. Usage charges for Debit Card Calls are deducted from the Inmate User's or Authorized User's Debit Account on a real time basis.

Directory Assistance Services- Operator assistance for telephone numbers.

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SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- End User-Any person, firm, partnership, corporation, or other entity furnished telecommunications services under the provisions and regulations of this tariff, and responsible for payment of charges.
- Incomplete Call- Any call where voice transmission between the calling an called station is not established (i.e. busy, no answer, etc.)
- Inmate User-A person incarcerated in a facility serviced by the Carrier who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.
- LATA- Local Access and Transport Area as defined by the FCC
- <u>Measured Charge</u>- A charge on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted call.
- <u>Operator Assisted Station-to-Station</u> A class of service other than person-to-person whereby the assistance of an Operator is required to complete a call.
- <u>OSP</u>- An acronym derived from the term Operator Service Provider.
- <u>Subscriber-</u> The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX or other vehicle from which an end user places a call utilizing the services of the carrier.
- <u>Third Party Billed Call</u>. A billing arrangement by which the charges for a call are billed to a number that is different from the calling number or the called number provided the third party accepts responsibility for such charge.

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Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

SECTION 2: RULES AND REGULATIONS (Continued)

2.3 Use of Service (continued)

A typical call scenario is as follows: First, the inmate goes offhook. The System then states "Please press one for English; Por Favor marque dos para Espanol." Note that system has checked that use of the phone is allowed at this time. If not, an appropriate message is played to the inmate, and the call attempt is terminated. When the inmate presses (1) the system will ask the inmate to please state his name. After the name is stated, the system will then state, "After the dial tone, dial the number you wish to call." The system gives the dial tone to the inmate. The inmate dials 0+ number. The system then states, "please wait for call acceptance." The system then puts the inmate on hold and dials the call. The system waits for answer detection. If a connection is not made for any reason, an appropriate message is played to the inmate and the call is terminated. An example of a transaction with a call party would proceed as follows: the system states "This is Securus Technologies' Automated Operator. You have a collect call from John Doe. To refuse the charges, hang up now. To accept the charges for this call press 9 now." If the optional rotary detect feature is used instead, the call party can dial 9 on his rotary phone and the prompt changes accordingly.

Each call party will be billed a fee that will match dominate rates for intraLATA and AT&T interlata/intrastate tariff rates for Ohio.

Service may not be used for any unlawful purpose.

2.4 Limitations of Service

Service is offered subject to the availability of the necessary facilities an/or equipment and subject to the provisions of this tariff. The carrier reserves the right to not provide service to or form a location where the necessary facilities or equipment are not available.

The carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control.

Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

### SECTION 2: RULES AND REGULATIONS (Continued)

### 2.5 Liability of the Carrier

The Company shall not be liable for 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, 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 an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber and the Customers against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 of any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Subscriber, Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of international long distance service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected.

Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

### SECTION 2: RULES AND REGULATIONS (Continued)

### 2.6 Interconnection

Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs.

- 2.7 Deposits Carrier does NOT collect deposits
- 2.8 Payment for Services

All charges due from the called party are payable to the billing agency duly authorized to receive such payments. Subscribers are not responsible for called party billing and are, therefore, not subject to disconnection for nonpayment of called party bills.

The billing agency will follow the rules and regulations of the appropriate regulatory agency (i.e. PUCO) and the billing agency's applicable tariff provisions concerning payment, customer billing, timely payment, treatment of delinquency amounts, late payment charges, and payment and collection efforts, except as otherwise provided by the regulatory agency (e.g., by waiver of rules).

2.8.1 (Reserved for Future Use)

2.8.2 Credit Card/Check-by-Phone Payment Processing Fee - A payment processing fee in the amount of \$6.95 is applicable to credit card payments and check-by-phone payments submitted to the Company. This fee does not apply to payments mailed to the company or submitted via a customer's online banking service.

#### 2.9 Cancellation of Service

By written notice, the Carrier may cancel service without incurring any liability for any of the following reasons.

- 2.9.1 A violation of any regulation governing the service under this tariff.
- 2.9.2 A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- 2.9.3 The carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

Issued: May 6, 2011

Effective: May 6, 2011

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

SECTION 2: RULES AND REGULATIONS (Continued)

### 2.10 Credit Limitations

Securus Technologies, Inc. reserves the right to prohibit calls to a called number once a predetermined credit limit has been reached. The predetermined credit limit will be set by the Company. When total billing is at or over the limits, the Company will automatically block calls to that number. Before blocking a telephone number, the Company will notify the customer of record for that telephone number of the limit as well as procedures for increasing that limit or paying for calls before a bill is received.

### 2.11 Advance Payment

For those Customers who the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This advance payment will be applied against the next month's charges and, if necessary, a new advance payment may be collected for the next month.

### 2.11 <u>Telecommunications Revenue Interactive Management System (TRIMS)</u>

If the Company and AT&T of Ohio have an executed billing and collections agreement in place, and AT&T of Ohio has a commission-approved, tariffed toll cap plan, the terms and conditions of such plan may be applied to the Company's Customers and called parties.

Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

### Securus Technologies, Inc.

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

SECTION 3: DESCRIPTION OF SERVICE (Continued)

3.2 Timing of Calls

3.2.1 General

(A) The minimum length of a call for billing purposes is sixty (60) seconds for a connected call. Calls are measured and rounded to the next higher full minute.

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(B) Chargeable time: Chargeable time for collect calls begins when the called line number accepts responsibility for payment. Chargeable time ends when either the called party or the end user hangs up.

Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

SECTION 3: DESCRIPTION OF SERVICE (Continued)

### 3.4 Rate Elements

The charge for automated operator assisted telephone service is based on total amount of the following elements:

Measured Charges: Automated Operator Service Charges

3.5 Distance Between Stations The rates set forth are mileage sensitive and based on the actual airline distance between the rate centers associated with the originating and terminating points of the call.

Carrier uses the AT&T Distance Calculation (V&H cross section).

- 3.6 Branding On station-to-station collect calls, Carrier clearly identifies itself to the called station. The called station is then given the opportunity to refuse the collect charges for any reason before any charge is incurred.
- 3.7 Splashing There will be no splashing of calls and no cross dialing.
- 3.8 Rate Quotation Securus Technologies, Inc. will match AT&T intrastate tariff rates for its interlata and local exchange carrier rates intraLATA.

Issued: November 8, 2010

Effective: November 9, 2010

Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

ISSUED BY:

### SECTION 3: DESCRIPTION OF SERVICE (Continued)

### 3.11 Prepaid Calling Cards and Debit Accounts (Continued)

### 3.11.2 Prepaid Debit Accounts

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account, in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjunction with their release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

### 3.12 AdvanceConnect Accounts

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities, or else if the End User's local exchange carrier does not have a billing and collection agreement with the Company or its intermediary, may set up an AdvanceConnect Account with the Company with a minimum initial fifty dollar (\$50) payment. The Account is set up with the initial payment and may be replenished by payment in any amount chosen by the End User. Applicable state taxes and fees are calculated and deducted from the balance at the conclusion of the call.

When the balance in an AdvanceConnect Account reaches twenty dollars (\$20) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. 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 one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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Effective: November 9, 2010

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ISSUED BY:

### SECTION 4: RATES

#### 4.1 **Operator Services Rates**

Call Type	Mileage	1 <sup>st</sup> Minute	Addl. Minute
Local	N/A	\$0.36	\$0.36
IntraLATA	All	\$0.36	\$0.36
InterLATA	All	\$0.36	\$0.36

### Per Call Set Up Fees

Local	\$2.75
IntraLATA	\$2.75
InterLATA	\$2.75

No off-peak, period, or other discounts apply

#### 4.2 **Prepaid Services Rates**

The rates listed below are applicable to the Company's Prepaid Services. For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. No time of day, holiday or volume discounts apply.

**Option 1:** 

#### PER MINUTE USAGE CHARGE: \$0.25

An additional per call set up fee of up to \$1.75 may apply to all completed prepaid calling card telephone calls.

### **Option 2:**

Rates and charges for prepaid calling services are provided at a ten percent discount off standard operator services rates.

### **Option 3:**

Rates and charges for prepaid calling services are provided at the standard contracted collect call rates applicable to the facility requesting prepaid services.

#### 4.2.1 AdvanceConnect Accounts

The rates for AdvanceConnect Accounts are the same as those for operator services.

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# EXHIBIT "B" SECURUS TECHNOLOGIES, INC.

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COPY OF REVISED TARIFF PAGES

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Securus Technologies, Inc.

Fourth Revised Sheet No. 2 Replaces Third Revised Sheet No. 2

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

I.

### LIST OF EFFECTIVE SHEETS

Current Sheets in this Tariff are as follows:

Sheet	Revision
1	First
2	Fourth*
3	First*
4	Original
5	Original
6	First*
6.1	Original*
7	First*
7.1	Original*
8	Original
9	First*
10	First*
11	Second*
11.1	Original*
12	First*
13	Original
14	First*
15	Original
16	First*
17	Original
18	Original
19	First*
19.1	First
20	First*
21	Original*

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Securus Technologies, Inc.

First Revised Sheet No. 3 Replaces Original Sheet No. 3

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

1.

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ISSUED BY:

### SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS

- Ancillary Service Charge: Any charge Consumers may be assessed for the use of Inmate Calling services (N) that are not included in the per-minute charges assessed for individual calls. (N)
- <u>AOS</u>: An acronym derived from the term Alternate Operator Services. Alternate Operator Services are those services provided by the Carrier in which the customer and the end user are totally separate entities. The Carrier contracts with the customer to provide the alternate operator services; however, the Carrier does not directly contract with the end user to provide the services even though it is the called station who actually pays for the processing of operator-assisted calls.
- <u>Authorized Code</u>- A pre-defined series of numbers to be dialed by the Inmate User or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided
- Authorized Fee:
   A government authorized, but discretionary, fee which a Provider must remit to a federal, state, or local government, and which a Provider is permitted, but not required, to pass through to Consumers. An Authorized Fee may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation.
   (N)

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- <u>Authorized User-</u> A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.
- <u>Automated Payment Fees</u>: Credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk.
- <u>Average Daily Population (ADP)</u>: The sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.
- <u>Called Station</u> The terminating point of a call (the called number).
- Calling Station- The originating point of a call (i.e. the calling number).
- <u>Carrier or Company</u>-Whenever used in this tariff, "Carrier" or "Company" refers to Securus Technologies, Inc., unless otherwise specified or clearly indicated by the context.
- <u>Collect Call</u>- A billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge.
- <u>Collect Calling</u>: An arrangement whereby the called station takes affirmative action clearly indicating that (N) it will pay the charges associated with a call originating from an Inmate Telephone.

Material moved to Original Sheet No. 6.1.

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1.

SE	CTION 1: TECHNICAL TERMS AND ABBREVIATIONS (Continued)	(N)
The below mater	rial was previously found on Original Sheet No. 6.	(M)
Commission-	The Public Utilities Commission of Ohio	(M)
Consumer: The	party paying a Provider of Inmate Calling Services.	(N)
Correctional Fac	ility or Correctional Institution: A Jail or a Prison.	(N)
The below mate	rial was previously found on Original Sheet No. 6.	(M)
Customer-	The person, firm, partnership, corporation, correctional facility, or other entity who owns, leases, or manages the pay telephone, PBX, or other vehicle from which an end user places a call utilizing the services of the Carrier.	
Debit Account-	An account that is not associated with a Local Exchange Carrier business or residential access line. A Debit Account is established for an Inmate User or Authorized User with an initial prepaid balance from which charges for service provided by Carrier are deducted on a per minute, real time basis.	(M)
<u>Debit Calling</u> :	A presubscription or comparable service which allows an Inmate, or someone acting on an Inmate's behalf, to fund an account set up though a Provider that can be used to pay for Inmate Calling Services calls originated by the Inmate.	(N)  - (X)
The below mate	rial was previously found on Original Sheet No. 6.	(M)
<u>Debit Card</u> -	A card issued by the Company which provides the Inmate User or Authorized User with a Debit Account, an Authorization Code, and instructions for accessing the Carrier's network. Inmate User or Authorized Users purchases usage on a set prepaid basis.	
Debit Card Call	A service whereby the Inmate User or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence. Usage charges for Debit Card Calls are deducted from the Inmate User's or Authorized User's Debit Account on a real time basis.	
Directory Assist	ance Services- Operator assistance for telephone numbers.	 (M)

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SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- <u>End User</u>- Any person, firm, partnership, corporation, or other entity furnished telecommunications services under the provisions and regulations of this tariff, and responsible for payment of charges.
- Incomplete Call- Any call where voice transmission between the calling and called station is not established (i.e. busy, no answer, etc.) (T)

Inmate: A person detained at a Jail or Prison, regardless of the duration of the detention.

- (N)
- <u>Inmate Calling Service</u>: A service that allows Inmates to make calls to individuals outside the Correctional Facility where the Inmate is being held, regardless of the technology used to deliver the service.
- Inmate Telephone: A telephone instrument, or other device capable of initiating calls, set aside by (N) authorities of a Correctional Facility for use by Inmates.
- <u>Inmate User-</u> A person incarcerated in a facility serviced by the Carrier who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.
- <u>Jail</u>: A facility of a local, state, or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) postconviction and committed to confinement for sentences of one year or less; or (3) postconviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.
- LATA- Local Access and Transport Area as defined by the FCC
- Live Agent Fee: A fee associated with the optional use of a live operator to complete Inmate Calling (N) Services transactions.

<u>Mandatory Tax or Mandatory Fee</u>: A fee that a Provider is required to collect directly from Consumers, and remit to federal, state, or local governments.

<u>Measured Charge</u>- A charge on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted call.

<u>Operator Assisted Station-to-Station</u>. A class of service other than person-to-person whereby the assistance of an Operator is required to complete a call.

<u>OSP</u>- An acronym derived from the term Operator Service Provider.

Material moved to Original Sheet No. 7.1.

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ISSUED BY: Curtis L. Hopfinger, Director – Regulatory & Government Affairs Securus Technologies, Inc., Inc. 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 (M)

(N)

Original Sheet No. 7.1

### Securus Technologies, Inc.

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

(N) SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (Continued) Paper Bill/Statement Fees: Fees associated with providing customers of Inmate Calling Services an optional paper billing statement. Per-Call, or Per-Connection Charge: A one-time fee charged to a Consumer at call initiation. Prepaid Calling: A presubscription or comparable service in which a Consumer, other than an Inmate, funds an account set up through a Provider of Inmate Calling Services. Funds from the account can then be used to pay for Inmate Calling Services, including calls that originate with an Inmate. Prepaid Collect Calling: A calling arrangement that allows an Inmate to initiate an Inmate Calling Services call without having a pre-established billing arrangement and also provides a means, within that call, for the called party to establish an arrangement to be billed directly by the Provider of Inmate Calling Services for future calls from the same Inmate. Prison: A facility operated by a territorial, state, or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences of longer than one year. Provider of Inmate Calling Services, or Provider: Any communications service provider that provides

Any communications service provider that provides Inmate Calling Services, regardless of the technology used.

The below content was previously found on Original Sheet No. 7.

Subscriber-The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX or other vehicle from which an end user places a call utilizing the services of the carrier.

<u>Third Party Billed Call</u>-A billing arrangement by which the charges for a call are billed to a number that is different from the calling number or the called number provided the third party accepts responsibility for such charge.

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First Revised Sheet No. 9 Replaces Original Sheet No. 9

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

SECTION 2: RULES AND REGULATIONS (Continued)

2.2 Use of Service (continued)

A typical call scenario is as follows: First, the inmate goes offhook. The System then states "Please press one for English; Por Favor marque dos para Espanol." Note that system has checked that use of the phone is allowed at this time. If not, an appropriate message is played to the inmate, and the call attempt is terminated. When the inmate presses (1) the system will ask the inmate to please state his name. After the name is stated, the system will then state, "After the dial tone, dial the number you wish to call." The system gives the dial tone to the inmate. The inmate dials 0+ number. The system then states, "please wait for call acceptance." The system then puts the inmate on hold and dials the call. The system waits for answer detection. If a connection is not made for any reason, an appropriate message is played to the inmate and the call is terminated. An example of a transaction with a call party would proceed as follows: the system states "This is Securus Technologies' Automated Operator. You have a collect call from John Doe. To refuse the charges, hang up now. To accept the charges for this call press 9 now." If the optional rotary detect feature is used instead, the call party can dial 9 on his rotary phone and the prompt changes accordingly.

Service may not be used for any unlawful purpose.

2.3 Limitations of Service

Service is offered subject to the availability of the necessary facilities an/or equipment and subject to the provisions of this tariff. The carrier reserves the right to not provide service to or form a location where the necessary facilities or equipment are not available.

The carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control.

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**ISSUED BY:** 

Curtis L. Hopfinger, Director – Regulatory & Government Affairs Securus Technologies, Inc., Inc. 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 (T)

(T)

(D) (D)

First Revised Sheet No. 10 Replaces Original Sheet No. 10

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

SECTION 2: RULES AND REGULATIONS (Continued)

### 2.4 Liability of the Carrier

The Company shall not be liable for 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, 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 an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber and the Customers against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 of any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Subscriber, Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of international long distance service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected.

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Second Revised Sheet No. 11

Replaces First Revised Sheet No. 11

PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

### SECTION 2: RULES AND REGULATIONS (Continued)

### 2.5 Interconnection (T) Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. 2.6 Deposits (T) Carrier does NOT collect deposits 2.7Payment for Services (T)All charges due from the called party are payable to the billing agency duly authorized to receive such payments. Subscribers are not responsible for called party billing and are, therefore, not subject to disconnection for nonpayment of called party bills. The billing agency will follow the rules and regulations of the appropriate regulatory agency (i.e. PUCO) and the billing agency's applicable tariff provisions concerning payment, customer billing, timely payment, treatment of delinquency amounts, late payment charges, and payment and collection efforts, except as otherwise provided by the regulatory agency (e.g., by waiver of rules). Automated Payment Fees (where available) -- Credit card payment, debit card payment, 2.7.1(N)(T)and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available). Automated payment fees - \$3.00 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions. Live Agent Fee - \$5.95 The below fee will no longer be charged effective March 17, 2016 for Prisons and June 20, 2016 for Jails. (N) 2.7.2 Credit Card/Check-by-Phone Payment Processing Fee - A payment processing fee in the (T) amount of \$6.95 is applicable to credit card payments and check-by-phone payments submitted to the Company. This fee does not apply to payments mailed to the company or submitted via a customer's online banking service. 2.7.3 Paper Bill/Statement Fees - Fees associated with providing customers of Inmate Calling (N)Services an optional paper billing statement. Paper Bill/Statement Fee - \$2.00 (N) Material moved to Original Sheet No. 11.1 (M) Issued: March 16, 2016 Effective: March 17, 2016 Filed under authority of order of the Public Utilities Commission of Ohio in Case No. 90-5787-CT-TRF

Original Sheet No. 11.1

### Securus Technologies, Inc.

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### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

		SECTION 2: RULES AND REGULATIONS (Continued)
	The be	low content was previously found on First Revised Sheet No. 11.
2.8	By wr	lation of Service itten notice, the Carrier may cancel service without incurring any liability for any of th ing reasons.
	2.8.1	A violation of any regulation governing the service under this tariff.
	2.8.2	A violation of any law, rule, or regulation of any government authority havin jurisdiction over the service.
	2,8.3	The carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

4.

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ISSUED BY:

First Revised Sheet No. 12

Replaces Original Sheet No. 12

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

### SECTION 2: RULES AND REGULATIONS (Continued)

### 2.9 Credit Limitations

Securus Technologies, Inc. reserves the right to prohibit calls to a called number once a predetermined credit limit has been reached. The predetermined credit limit will be set by the Company. When total billing is at or over the limits, the Company will automatically block calls to that number. Before blocking a telephone number, the Company will notify the customer of record for that telephone number of the limit as well as procedures for increasing that limit or paying for calls before a bill is received.

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(T) (D)

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ISSUED BY:

### SECTION 3: DESCRIPTION OF SERVICE (Continued)

3.2 Timing of Calls

3.2.1 General

- (A) The minimum length of a call for billing purposes is sixty (60) seconds for a connected call. Calls are measured and rounded to the next higher full minute.
- (B) Correctional Facilities require time limits be placed on Inmate initiated calls. Timing of Inmate initiated calls begins when the End User accepts the call and the Inmate and End User are connected. The call ends when either the Inmate or End User hangs up, as determined by the industry standard methods generally in use for ascertaining disconnection or when the call timer reaches the maximum time allowed by the Correctional Facility. Call attempts that are not completed or not accepted by the End User will not be billed.
   (D) (N) (N)
   (N)

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ISSUED BY:

First Revised Sheet No. 16 Replaces Original Sheet No. 16

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

### SECTION 3: DESCRIPTION OF SERVICE (Continued)

3.4 Rate Elements

The charge for automated operator assisted telephone service is based on total amount of the following elements:

Measured Charges: Automated Operator Service Charges

Automated Operator Service Charges will no longer be charged effective March 17, 2016 for (N) Prisons and June 20, 2016 for Jails. (N)

3.5 Distance Between Stations

The rates set forth are mileage sensitive and based on the actual airline distance between the rate centers associated with the originating and terminating points of the call.

Carrier uses the AT&T Distance Calculation (V&H cross section).

- 3.6 Branding On station-to-station collect calls, Carrier clearly identifies itself to the called station. The called station is then given the opportunity to refuse the collect charges for any reason before any charge is incurred.
- 3.7 Splashing There will be no splashing of calls and no cross dialing.
- 3.8 Rate Quotation Securus Technologies, Inc. will match AT&T intrastate tariff rates for its interlata and local exchange carrier rates intraLATA.

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ISSUED BY:

### First Revised Sheet No. 19 Replaces Original Sheet No. 19

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

### SECTION 3: DESCRIPTION OF SERVICE (Continued)

### 3.11 Prepaid Calling Cards and Debit Accounts (Continued)

### 3.11.2 Prepaid Debit Accounts

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account, in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjunction with their release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

### 3.12 AdvanceConnect Accounts

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities, or else if the End User's local exchange carrier does not have a billing and collection agreement with the Company or its intermediary, may set up an AdvanceConnect Account with the Company with an initial payment. The Account is set up with the initial payment and may be replenished by payment in any amount chosen by the End User. Applicable state taxes and fees are calculated and deducted from the balance at the conclusion of the call.

When the balance in an AdvanceConnect Account reaches ten dollars (\$10) or below, the End (C)(T) User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. 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 one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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Effective: March 17, 2016

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ISSUED BY: Curtis L. Hopfinger, Director – Regulatory & Government Affairs Securus Technologies, Inc., Inc. 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 (C)(T)

First Revised Sheet No. 20 Replaces Original Sheet No. 20

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

### SECTION 4: RATES

The following rate options are available to all Jails prior to June 20, 2016. These options will be (N) discontinued on June 20, 2016. (N)

### 4.1 Operator Services Rates

Call Type	Mileage	1 <sup>st</sup> Minute	Addl. Minute
Local	N/A	\$0.36	\$0.36
IntraLATA	All	\$0.36	\$0.36
InterLATA	All	\$0.36	\$0.36
Per Call Set Up Fees			

\$2.75

### Local \$2.75 IntraLATA \$2.75

No off-peak, period, or other discounts apply

### 4.2 Prepaid Services Rates

InterLATA

The rates listed below are applicable to the Company's Prepaid Services. For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. No time of day, holiday or volume discounts apply.

### **Option 1:**

### PER MINUTE USAGE CHARGE: \$0.25

An additional per call set up fee of up to \$1.75 may apply to all completed prepaid calling card telephone calls.

### **Option 2:**

Rates and charges for prepaid calling services are provided at a ten percent discount off standard operator services rates.

### **Option 3:**

Rates and charges for prepaid calling services are provided at the standard contracted collect call rates applicable to the facility requesting prepaid services.

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### Original Sheet No. 21

(N)

(N)

Securus Technologies, Inc.

### PUCO NO 1 INMATE OPERATOR SERVICES TARIFF

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### SECTION 4: RATES

### 4.3 Local/IntraLATA/InterLATA Usage Rates

Collect	1 <sup>st</sup> Minute	Addl. Minute
Local	\$0.10	\$0.10
IntraLATA	\$0.25	\$0.25
InterLATA	\$0.25	\$0.25

Prepaid Collect	1 <sup>st</sup> Minute	Addl. Minute
Local	\$0.10	\$0.10
IntraLATA	\$0.21	\$0.21
InterLATA	\$0.21	\$0.21

Debit/Prepaid Calling Cards	1 <sup>st</sup> Minute	Addl. Minute
Local	\$0.21	\$0.21
IntraLATA	\$0.21	\$0.21
InterLATA	\$0.21	\$0.21

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ISSUED BY:



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The purpose of the proposed revisions is to comply with the Federal Communications Commission ("FCC") Second Report and Order, Rates for Interstate Inmate Calling Services ("ICS"), WC Docket No. 12-375 released November 5, 2015, as applicable to Prisons. This FCC Order set rate structures and fee caps applicable to both Intrastate and Interstate ICS. On March 7, 2016, the U.S. Court of Appeals for the District of Columbia Circuit issued a "partial stay" of only two portions of the FCC Order. Therefore, all other provisions of the FCC Order become effective March 17, 2016. This filing is to modify our intrastate tariff to come into compliance with these FCC requirements by the March 17, 2016, effective date.