

# KRAVITZ, BROWN & DORTCH, LLC

Attorneys at Law

Justin M. Dortch  
ddial: 614-545-5371  
dfax: 614-545-5368  
jdortch@kravitzllc.com

65 East State Street - Suite 200  
Columbus, Ohio 43215-4277  
614-464-2000  
fax 614-464-2002

August 8, 2018

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

Re: Pay Tel Communications, Inc. – Tariff Changes  
Case No. 90-5240-CT-TRF & Case No. 18-0917-TP-WVR

Dear Clerk:

Enclosed for filing please find the amended tariff pages (“Amended Tariff”) submitted on behalf of Pay Tel Communications, Inc. (“Pay Tel”). The amendments to Pay Tel’s tariff were made in response to the changes made to Ohio Administrative Code (“O.A.C.”) §4901:1-1-6-22 (“Amended Rule”).

The Amended Rule was proposed in Case No. 14-1554-TP-ORD. The Amended Rule was then approved by the Joint Committee on Agency Rule Review (“JCARR”) on May 14, 2018. After JCARR approved the Amended Rule, it was scheduled to take effect on May 24, 2018.

Pay Tel filed an Application for the Waiver of the Amended Rule with the Public Utilities Commission of Ohio (“PUCO” or “Commission”) on March 23, 2018 (“Application”). Pay Tel’s Application sought a temporary waiver that would allow Pay Tel time to amend its Tariff so that Pay Tel could continue to comply with O.A.C. §4901:1-1-6-22. This case was docketed as Case No. 18-0917-TP-WVR (“Waiver Case”).

Pay Tel’s Amended Tariff complies with the Amended Rule.

Please feel free to contact me regarding Pay Tel’s Tariff or this filing.

Very truly yours,

Justin M. Dortch

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*This tariff, Ohio Tariff No. 2 filed by Pay Tel Communications, Inc. cancels and replaces, in its entirety, the current tariff on file with the Commission, Ohio Tariff No. 1, issued by Pay Tel Communications, Inc.*

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

Regulations and Rates  
of  
**Pay Tel Communications, Inc.**

Institutional Telecommunications Services  
90-5240-CT-TRF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Pay-Tel Communications, Inc., with the principal offices at 4230 Beechwood Drive, Greensboro, N.C. 27410. This tariff applies to services furnished within the state of Ohio.

This tariff is on file with the Ohio Public Utilities Commission and may be inspected during normal business hours at the Company's principal place of business. A copy may also be obtained by visiting the Company's website, [www.paytel.com](http://www.paytel.com), or by writing the Company

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**CHECK SHEET**

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

| PAGE  | REVISION   |   | PAGE | REVISION   |   |
|-------|--|---|------|--|---|
| Title | Original   |   | 21   | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |
| 1     | <del>1<sup>st</sup></del> <sup>2<sup>nd</sup></sup> Rev. | * | 22   | Original   |   |
| 2     | Original   |   | 23   | <del>2<sup>nd</sup></del> <sup>1<sup>st</sup></sup> Rev. | * |
| 3     | Original   |   | 23.1 | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |
| 4     | Original   |   | 24   | Original   |   |
| 5     | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * | 25   | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |
| 6     | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * | 26   | Original   |   |
| 7     | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |      |  |   |
| 8     | Original   |   |      |  |   |
| 9     | Original   |   |      |  |   |
| 10    | Original   |   |      |  |   |
| 11    | Original   |   |      |  |   |
| 12    | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |      |  |   |
| 13    | Original   |   |      |  |   |
| 14    | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |      |  |   |
| 15    | Original   |   |      |  |   |
| 16    | Original   |   |      |  |   |
| 17    | Original   |   |      |  |   |
| 18    | Original   |   |      |  |   |
| 19    | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |      |  |   |
| 20    | <del>1<sup>st</sup> Rev.</del> <del>Original</del>       | * |      |  |   |

\* - indicates those pages included with this filing.

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 4230 Beechwood Drive  
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OHn1103

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**TABLE OF CONTENTS**

| <b>Section</b>                                | <b>Page</b> |
|---|-------------|
| Title Page                                    | Title       |
| Check Sheet                                   | 1           |
| Table of Contents                             | 2           |
| Explanation of Symbols                        | 3           |
| Tariff Format                                 | 4           |
| Section 1 - Technical Terms and Abbreviations | 5           |
| Section 2 - Rules and Regulations             | 8           |
| Section 3 - Description of Service            | 15          |
| Section 4 - Rates and Charges                 | 23          |

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4230 Beechwood Drive  
Greensboro, NC 27410

OHn1102

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

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

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4230 Beechwood Drive  
Greensboro, NC 27410

OHn1102

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. 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 4th revised Page 14 cancels the 3rd revised Page 14. 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.)

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

~~Alternative Local Telephone Service Providers – Carriers such as CLEC, VOIP, or Wireless Carriers that do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Telephone Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through the Company or Third Party Payment Processors.~~

D

Automated Call Processing System – Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Collect Inmate Telecommunications Services – Calls whereby an inmate in a Confinement Facility dials the called number and the call is billed to the called number (collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Billed Party – The individual who accepts a collect call, is billed for the call, and responsible for the payment the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

~~Billing Service Company – A Company with billing and collection agreements with Local Exchange Carriers.~~

D

Called Party – The individual who receives an inmate collect call who can either accept or refuse the call.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called station, provided the called station accepts responsibility for such calls

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4230 Beechwood Drive  
Greensboro, NC 27410

OHn1102



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

Commission – Ohio Public Utilities Commission.

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Ohio Public Utilities Commission.

Company – Pay-Tel Communications, Inc.

Completion of a Collect Call – A call is completed when the call is accepted at the call station.

Confinement Facility – A local, state, or federal facility that has authorized the Company to provide inmate telecommunications services.

Customer – The person or legal entity that enters into payment arrangements with the Company for telecommunications services to send or receive calls.

Debit Calls – A service where the inmate may place calls using funds transferred from the Inmate's Trust Account.

Direct Bill Customer Program - A program available to those Customers whose calls cannot be billed through their Local Exchange Carrier or provided to those Customers who accrue a threshold amount of charges. An account is established with the Company by a Customer who completes a credit application and receives a satisfactory credit score. A credit limit is established and calls are billed by the Company directly to the Customer each week.

~~Family Connection Calling Plan™ – A plan available for Customers who open a prepaid account with the Company. The plan provides a discount on every call depending on the amount of the payment made by the Customer.~~

D

~~Fixed Service Charge – A fee, in addition to the underlying local call rate or long distance measured charge, for providing services when using the inmate telephone.~~

D

Incomplete Call – Any call where transmission between the calling and called station is not established (e.g., busy, no answer, billing refused, etc.).

Inmate – The individual who uses the Company's telephones and the Company's services to place a call. An inmate may, pursuant to the Prepaid Calling Cards and/or Debit Calling through Confinement Facility Commissary offerings described herein, be a Customer of the Company.

Inmate Telephone – A coinless telephone instrument conforming with the Ohio Public Utilities Commission Orders and Regulations governing such equipment.

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

Inmate Trust Account – An Inmate Trust Account is an account established by the Facility where all funds belonging to an Inmate are placed and maintained.

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Local Call – a call originated and terminated within a single exchange or extended service area.

Local Exchange Carrier ("LEC") – A certified telecommunications company that provides local exchange service to customers in the State of Ohio.

Measured Charge – A distance-sensitive charge assessed on a per-minute basis in calculating a portion of the charge due for a completed call.

Prepaid Customer Account Program – A program available to ~~any eligible those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider or provided to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier. An account is established with the Company by a Customer with an initial payment of \$25 or more.~~ Charges for service provided by the Company are deducted on a per minute or per call real time basis from the Customer's prepaid account balance. T

Prepaid Card – A card issued by the Company which provides an inmate with a Prepaid Account, an Authorization Code, and instructions for accessing the Company's network. An inmate purchases the prepaid card usage on a set prepaid basis from the Confinement Facility. Usage charges for Prepaid Card calls are deducted from the Prepaid Card on a real-time basis. Following release from a Confinement Facility, a Company Prepaid Card can be used to place additional prepaid calls until available funds are used or a refund can be requested by sending the card to the Company at the address printed on the card.

Third Party Payment Processing - Third Party Payment processing information is available on the Company's website at [www.paytel.com](http://www.paytel.com).

Toll Call – A call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended area service arrangement. These calls can be either intraLATA or InterLATA long distance calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company's inmate telephone services are furnished for communications originating in Confinement Facilities within the State of Ohio.

The Company installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company furnishes its inmate telephone services for the benefit of Inmates housed in local, county, and state Confinement Facilities as well as for the benefit of the people Inmates call.

The Company's services are available twenty-four hours per day, seven days a week, subject to the rules of the Confinement Facility.

### 2.2 Limitations

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may prosecute those who use its services in violation of the law.

The Company may refuse, restrict, or interrupt service to Customers due to insufficient billing information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectibles.

All equipment located onsite in the Confinement Facility or at the Company operations centers, and necessary to provide services is owned and operated by the Company.

Service is restricted to permit placement of outward only automated collect, prepaid, or debit calls to locations within the United States and Confinement Facility-requested foreign countries. All other call-types including direct dial, sent paid and calls charged to calling cards or third numbers are prohibited (other than as specifically set out herein).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Limitations, (Cont'd.)****2.2.2 (Cont'd.)**

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facilities. The Company may restrict or refuse service to any Inmate at the request of the Confinement Facility, and/or prohibit inmate access to certain telephone numbers as specified by the Confinement Facility. Service may be limited at the discretion of the Confinement Facility.

2.2.3 Calls to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety and to avoid harassment.

2.2.4 Calls dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.

2.2.5 The Company will also block calls in the following circumstances, subject to provisions of this Tariff that provide Customers with alternative means for connecting calls:

- A. When the Customer's Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls;
- B. When the telephone number in question lacks sufficient billing history or billing information;
- C. When the Local Exchange Carrier identifies multiple lines at a particular address;
- D. When the Local Exchange Carrier has a collect call block on the line;
- E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer's or Billed Party's Local Exchange Carrier based on that carrier's uncollectible revenue history;
- F. When a Prepaid Customer's account balance lacks available funds;
- G. When a Customer's Direct Bill account balance is over the established credit limit.

When a Customer with one of the above circumstances receives a call from an inmate, the call will be connected and a one-minute courtesy call will be provided to the Customer. The Customer will be instructed to call the Company's 1-800 customer service number where they will be told why their number is blocked and they will be given an opportunity to open a Company account twenty-four hours a day, seven days a week.

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OHn1102

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

2.2 Limitations, (Cont'd.)

2.2.6 The Company will also block calls in the following circumstances and will not provide alternative means for connecting calls:

- A. When the Confinement Facility has placed a block on the phone number;
- B. When the Customer or telephone subscriber has requested a block on their phone number;
- C. When a Local Exchange Carrier notifies the Company that the subscriber owes past due Company charges to the Local Exchange Carrier;
- D. When a Customer account is in "collection status", i.e. NSF check, invalid check fraudulent credit card payment, etc.

2.2.7 Maximum call duration is limited to any maximum duration specified by the Confinement Facility, but otherwise is not limited to less than ten minutes.

2.3 Liability of the Company

2.3.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed the amount equal to the charge to the customer or called party for the period during which the aforementioned faults in the transmission occur. In no event will the Company be liable for consequential damages from any such interruptions of service.

The Company is not liable for damages to a Confinement Facility resulting from the furnishing of service including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

In addition, the Company shall not be responsible for interruptions of service resulting from the following: 1) when the parties stop talking without hanging up; 2) attempts to make a 3-way call; 3) attempts to answer Call Waiting; 4) attempts to put a call on hold; 5) attempts to transfer a call; 6) use of a cordless phone; and/or 7) use of a cell phone.

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

2.3 Liability of the Company, (Cont'd.)

2.3.2 The Company shall not be liable for and shall be indemnified and held harmless by Customers, Calling Parties, Inmates and/or Called Parties against:

- A. Claims for libel, slander, or infringement or copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- B. All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or assessed by Customer, Calling Party, Called Party, Inmate or any other party or person, or for any destruction of any property, whether owned by a Customer or others, caused by or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of other carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- C. All other claims arising out of any act or omission of the Customer, Called Party, Calling Party, or any other person in connection with any service or facility provided by the Company.
- D. Violations of the provisions of this Tariff.

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OHn1102

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service****2.4.1 Disputed Charges**

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute must be received in writing within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's LEC, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the bill is issued. Otherwise, all charges will be considered correct and binding.

The Company will promptly investigate and advise all billed parties of its findings concerning disputed charges. Bill adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A. Contact Customer Service: Customers with questions about billed charges may contact the Company directly at 1-800-729-8355 twenty-four hours a day. The Company's automated phone system can provide the Customer with account balance, call and payment activity, information on why an account is blocked, information on how to open an account and answer the most frequently asked questions.

A Customer wishing to speak to a Customer Service Representative can call 1-800-729-8355 Monday through Friday from 8:00 am to 108:00 pm and on Saturday from 9:00 am to 2:00 pm and follow the voice prompts to reach a Customer Service Representative. **T**

Those persons who have not yet established an account with the Company nor received a call from the Company requesting the establishment of an account may contact the Company at 1-800-729-8355. The customer will be asked by an automated voice prompt to enter their phone number. When their number is not identified as an active account, the customer will be transferred to a Customer Service Representative.

The Customer can contact a Company Customer Service Representative via e-mail at [csr@paytel.com](mailto:csr@paytel.com), by fax at 1-800-776-8423, or by mail at the following address:

Pay-Tel Communications, Inc.  
Customer Service  
P.O. Box 19290  
Greensboro, NC 27419

All inquiries are addressed the day they are received during normal business hours.

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Greensboro, NC 27410

OHn1102

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service, (Cont'd.)****2.4.1 Disputed Charges, (Cont'd.)**

- B. Contact Customer Relations: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can file a complaint with Customer Relations via e-mail at [customerrelations@paytel.com](mailto:customerrelations@paytel.com). All complaints are addressed by the Customer Relations Manager the day they are received during normal business hours Monday through Friday.
- C. Contact President: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can contact the President of the Company via e-mail at [president@paytel.com](mailto:president@paytel.com). All inquiries are addressed by the President the day they are received during normal business hours Monday through Friday.
- D. Contact Better Business Bureau: The Company is a member in good standing of the Better Business Bureau OnLine Reliability Program. If the Customer is not satisfied with the Company's services, they can use the BBB link on the Company's website home page to file a complaint with the BBB. All complaints are addressed the day they are received during normal business hours.
- E. Contact Commission: If the Customer is not satisfied with the resolution of intrastate billed charges by the Company, the Customer has the right to express its concerns to the Ohio Public Utilities Commission:

Ohio Public Utilities Commission

180 East Broad St.

Columbus, OH 43215-3793

Telephone Number: 614-466-3292

Toll Free Number: 800-686-7826

TTY: 800-686-1570

Fax Number: 614-752-8351

Website: [www.puco.ohio.gov](http://www.puco.ohio.gov)

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****~~2.4 — Payment for Service, (Cont'd.)~~****~~2.4.2 — Collection of Post-Billing Adjustments~~****D**

~~The Company will exercise its rights, (as set out in the truth-in-billing regulatory statements on the LEC's bill) to pursue collection on unpaid charges for Company services billed by a LEC and recoured to the Company. Upon receipt of post-billing adjustments from a LEC containing a Customer's past due charges for services provided by the Company, the Company will invoice the Customer for those amounts. If the Customer does not contact the Company within ten (10) days to dispute the validity of the charges, the charges will be presumed valid.~~

**2.5 Refusal or Discontinuance of Service by Company****2.5.1 With Notice:**

- A. For failure to pay for service when it is due;
- B. For failure to make proper application for service;
- C. For violation and/or noncompliance with the Commission's Orders or regulations regarding service supplied by the Company;
- D. For violation of any of the Company's rules;
- E. Where there is probable cause to believe that there is illegal or willful misuse of the Company's service;
- F. ~~In the event the validation process determines that the terminating carrier (e.g. an Alternative Local Telephone Service Provider cannot bill the collect call);~~
- G. In the event the validation process does not produce a bill name and address;
- H. In the event the validation process does not produce any satisfactory billing history.

**D****2.5.2 Without Notice:**

- A. In the event of a condition determined by the Company to be hazardous or dangerous;
- B. In the event of use of equipment in such a manner as to adversely affect the Company's service to others;
- C. In the event of unauthorized use of telephone service;
- D. In the event of fraudulent payment for service or other evidence of an attempt to steal services.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 General

The Company provides telecommunications services to Inmates in local, county and state Confinement Facilities throughout the United States including Ohio. Service provided under this tariff is intrastate voice telecommunications service between points in the State of Ohio. Originating points of service are limited to Inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of Inmates.

Services are provided on an automated basis through Inmate telephones, automated call processors and over subscribed facilities of various telecommunications providers. These facilities include, but are not limited to, broadband access lines (e.g. T-1, DSL), MultiProtocol Label Switching ("MPLS") equipment and services, Integrated Services Digital Network ("ISDN"), and payphone service provider access lines. The Company will choose appropriate facilities for the provision of its services based upon Confinement Facility requirements and the Company's evaluation of cost, reliability, and network function.

Inmate telephone service consists of the provision of automated operator service by means of an Automated Call Processing System. To complete and arrange billing for calls, automated service is provided by means of a microprocessor which uses recorded voice prompts which prompt parties to the call through the process of completing the call. The microprocessor responds to the Called Party's input of information by automatically processing and transmitting the information to establish a valid billing procedure for the call and to complete the call.

Consistent with applicable law governing the provision of telecommunications services to inmates in Confinement Facilities and restrictions based upon the provision of such services by Confinement Facilities, the Company's inmate telecommunications services are provided as follows:

- 3.1.1 Only automated collect calls and authorized Prepaid Card calls or Debit Calls through a Confinement Facility commissary may be placed.
- 3.1.2 The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each call, and again before the Billed Party incurs any charge for the call.
- 3.1.3 The Inmate and/or the Called Party receiving the call can terminate the call at no charge before the call is accepted.
- 3.1.4 The Company shall disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- 3.1.5 The Company shall post notices in each Confinement Facility where the Company provides service containing the Company's contact information along with information on how the service is provided.

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OHn1102

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.2 Timing of Calls**

Charges begin once the Called Party accepts a collect call or when the prepaid Inmate call is accepted. After the system verifies acceptance, timing begins and a call detail record is generated from that moment until the call is concluded.

There shall not be a charge for unanswered and non-accepted collect calls. Upon receiving reasonable and adequate notification from Customer of a billing error for any such call, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call.

**3.3 Monitoring and Recording of Inmate Calls**

The Company installs and maintains call origination equipment (inmate telephone service systems) with monitoring and recording capabilities in Confinement Facilities that request and contract for such equipment. The Company has a Monitoring and Recording policy that prohibits any employee from recording, listening to or disclosing the contents of telephone recordings except as authorized in accordance with all applicable state and federal laws, including Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the "Act"), 18 U.S.C.A. §2511 (c) and (d).

The Monitoring and Recording Policy provides the guidelines for law enforcement officials to monitor and record non-privileged inmate conversations. It also provides guidelines for company employees to respond to law enforcement investigations, analyze recordings for the purpose of quality control (voice and volume), and review recordings for the purpose of telephone fraud investigation.

Prior to recording any conversation, the Calling Party (the Inmate) and the Called Party are both notified that the call will be recorded and may be monitored. After the call is answered this notification is provided before and after the call is accepted. Calls between an Inmate and attorney are not recorded if the attorney provides their phone numbers to the Confinement Facility to block recording.

**3.4 Rate Quotes**

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company's toll free customer service number twenty-four hours a day.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Inmate Customers****3.5.1 Prepaid Cards**

Inmates may obtain Company Prepaid Cards (in various denominations) directly from the Confinement Facility. All monetary transactions involving Inmates take place between the Confinement Facility and the Inmate, and are under the direct and complete control of the Confinement Facility.

The Inmate obtains access to the Company's Prepaid Card Services via a toll-free number. The Inmate must input a valid Authorization Code to access an account. At the beginning of each call, the Inmate is informed of the remaining balance on the card. The Inmate then inputs the destination number. Network usage will be debited from the available funds on the card on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmate will be provided with an announcement when the account balance is one minute prior to exhaustion. The Inmate can transfer a balance from one card to another card. Prepaid cards will expire twelve months from date of initial use. The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming pre-paid call.

Following release from a Confinement Facility, a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve months from date of initial use. A refund will be issued to the Customer within ten to fifteen (10 – 15) business days from receipt of the Customer's card.

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

**3.5 Inmate Customers, (Cont'd.)**

**3.5.2 Debit Calls**

When made available by the Confinement Facility, the Inmate may place debit calls using funds transferred from the Inmate's Trust Account. The Inmate selects the debit account option and input the destination number. At the beginning of the call the Inmate is informed of the remaining balance in the debit account. Network usage will be debited from the funds available in the debit account on real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmates will be provided an announcement when the account balance is one minute prior to exhaustion.

The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming debit call.

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmates Trust Account for refund.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Non-Inmate Customers****3.6.1 Validation, and Fraud Prevention Process**

When an Inmate attempts to place a collect call to a prospective Customer, the Company will initiate a process whereby the prospective Customer is evaluated. This process is a necessary undertaking by the Company in order to protect the Company's ability to collect for the services provided (and similarly limit and prevent unbillable revenues and bad debt), and limit and prevent fraud.

Accordingly, the Company will validate its Customers' bill-to-number through available verification procedures and establish a maximum predetermined credit amount. Where the Customer's requested billing method cannot be validated, or a maximum credit amount cannot be established, the Company may refuse to provide service except through a Company Direct Bill and/or Prepaid Account basis as set out herein. Furthermore, the Company will use various methods to determine the likelihood of fraud associated with a particular Customer, and in the event the Company determines that such a likelihood exists, the Company may also refuse to provide service except on a Prepaid Account basis with payments only by money order, Western Union Prepaid Services, or MoneyGram.

~~**3.6.2 Billing through the Customer's Local Exchange Carrier ("LEC")**~~**D**~~This option is limited to those Customers who satisfy the Validation and Fraud Prevention procedures described above.~~~~Accordingly, billing through the Customer's Local Exchange Carrier is not available when: the Customer's Local Exchange Carrier will not bill the Company's calls; the Customer has reached the local Exchange Carrier's billing limit for collect calls; the Company determines, based upon the review described in Section 3.6.1 above, the Customer is otherwise ineligible to have calls billed on the Local Exchange Carrier's bill; or the Customer accrues a threshold amount of charges as set out in Section 3.6.5 hereof.~~~~**3.6.3 Billing for Customers that use Alternative Local Service Providers**~~**D**~~Alternative Local Service Providers such as CLECs, VOIP, and Wireless Carriers do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through Third Party Payment Processors.~~

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

## 3.6 Non-Inmate Customers, (Cont'd.)

## 3.6.42 Third Party Payment Processors

Third Party Payment processing information is available on the Company's website at [www.paytel.com](http://www.paytel.com).

## 3.6.53 Direct Bill Customer Account Program

The Direct Bill Customer Account Program ("Program") is available to any eligible customer. ~~those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty to ninety day period.~~

~~The Customer is provided a courtesy call to inform the Customer of the Company's Billing Limit for calls billed through the Local Exchange Carrier when total outstanding charges accrued within a thirty day period reach \$50.00. Once the Customer has accrued \$75.00 or more of collect call charges within a ninety day period, a second notification call is made to the Customer indicating placement in the Program. Billing treatment for Customers participating in the Program is as follows:~~

- A. To participate in the Direct Bill Program, the customer must complete a credit application and receive a satisfactory credit score. The credit application can be taken over the phone or completed on the Company website.
- B. If the customer receives a satisfactory credit score, all future billing will be by the Company directly to the Customer. The Company will obtain the address of the Customer and begin the billing process from the date the Customer is approved for the Direct Bill Program.
- C. With the first bill, the Customer is notified of the Billing Limit established by the Company's credit policies, and the Company's address and toll-free Customer Service telephone number. Information about the average cost of calls received from the Confinement Facility is also provided to assist the Customer in budgeting telecommunications expenses.
- D. Thereafter, Program Customers are billed on a semi-monthly~~weekly~~ basis.
- E. If a Customer's bill exceeds the Billing Limit established by the Company, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from Confinement Facilities served by the Company until payment on the account is received.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Non-Inmate Customers, (Cont'd.)****3.6.64 Prepaid Customer Account Program**

The Prepaid Customer Account Program ("Program") is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty-to-ninety day period.

Customers who do not wish to complete a credit application or do not receive a satisfactory credit score can open a Prepaid Account.

- A. The Customer establishes a Prepaid Account with the Company by paying ~~\$25 or more~~ any desired amount to the Company by one of the payment methods offered by the Company. Payments can be made over the phone or on the web via credit card, check card, or check. The Customer's account number is the ten digit phone number where they wish to receive calls. The Customer will also select a six digit Personal Identification Number or PIN to use in accessing their account information in the future. **T**
- B. When the Customer receives a call, they are informed the call is from an Inmate and the Customer has the option to accept or decline the incoming call. All security measures associated with an Inmate collect call, as implemented by the Company and the Confinement Facility will apply.
- C. Customers using this pre-payment option will receive a weekly statement listing their call activity, charges, call discounts, and notifying them of their remaining balance. Weekly statements are provided at no charge to the customer. The Customer can contact the Company's customer service toll-free number or visit the Company's website to obtain account balances information twenty-four hours a day. If the Customer's entire account balance is used, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from the Confinement Facility served by the company until payment on the account is received. Customers may send the Company additional funds using a check or money order to receive more calls, or authorize payment of additional funds via credit card, check card, check by phone, echeck, MoneyGram, or Western Union Prepaid Services or PayNearMe. See Third Party Payment Processing information at [www.paytel.com](http://www.paytel.com). **T**

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

3.6 Non-Inmate Customers, (Cont'd.)

| 3.6.65 Prepaid Customer Account Program, (Cont'd.)

- D. The Company may apply pre-payments to past due charges billed to the Customer by the Local Exchange Carrier.
- E. The account remains open until one of the following events occurs: 1) the balance is depleted; or 2) the Customer requests that the account be terminated.
- F. Customers who prepay will receive a Family Connection Calling Plan™ discount on every call. This discount will be offered based upon the amount of prepayment, as outlined in Section 4.5 of this tariff.
- G. Refunds - Customers may request a refund of unused funds by sending a written request to cancel their account to the Company via email at [refunds@paytel.com](mailto:refunds@paytel.com), fax at 1-800-776-8423, or U.S. mail. The Company will endeavor to refund such monies, provided that no past due charges are owed by the Customer to its local exchange carrier or the Company, within ten to fifteen (10-15) business days from the receipt of the Customer's request. There is no charge for issuing a refund.
- H. All unused funds of the Customer will be maintained by the Company in conformance with the Ohio Revised Code §169.03.

## SECTION 4 – RATES AND CHARGES

### 4.1 Intra-State Collect Call Rates.

This Section 4.1 applies to all Company intrastate calls. The Company provides all of its services via individual contracts with Confinement Facilities or applicable governmental entities. As such, these contracts may contain rates less than or equal to (but not higher than) the rates set out herein. The Company will make any of these contracts available to the Commission upon request.

#### 4.1.1 Computation of Charges

~~Local calls shall consist of a Fixed Service Charge and the applicable local call rate. The total charges for each toll call consists of two elements: The total charge for each local and toll call consists of a – a fixed service charge and a –~~ measured charge dependent on the duration of the call. The measured charge ~~element~~ is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one full minute.

(T)

#### 4.1.2 Chargeable Times

Chargeable time begins when a Called Party accepts the charges by positive acceptance through pressing the number “3” on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when released by the automatic timing equipment in the telephone.

#### 4.1.3 Option A

(T)

##### Local Collect Calls

The maximum rate for a local collect call is ~~a \$2.20 Operator Surcharge plus the Local Call rate of \$.50.~~ \$.21 per minute.

(R)

##### IntraLATA Collect Calls

The maximum rate for an intraLATA collect call is \$.21 per minute.

(RD)

~~A. — Operator Surcharge — \$1.85~~

~~B. — Measured Charges~~

~~Initial Minute — \$.36~~

~~Each Additional Minute — \$.36~~

##### InterLATA Collect Calls

The maximum rate for an interLATA collect call is \$.21 per minute.

(RD)

~~SECTION 4 RATES AND CHARGES~~

~~4.1 Intra State Collect Call Rates, (Cont'd.)~~

~~4.1.4 Option B~~

~~All Calls:~~

~~Operator Surcharge: \$1.85~~

~~Rate per Minute: \$0.15~~

(~~DN~~)

(~~DN~~)

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)**

**4.2 Prepaid Card Calls**

Prepaid Card calls, as described in Section 3.5.1 hereof, will not exceed the collect call rate for the appropriate type call as listed in Section 4.1.

Following release from a Confinement Facility a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve months from date of initial use.

**4.3 Debit Calls**

Debit Calls, as described in Section 3.5.2 hereof, will not exceed the collect call rate for the appropriate type call as listed in Section 4.1.

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account.

**4.4 Direct Bill Customer Account Program**

Direct Bill calls, as described in Section 3.6.5 hereof will not exceed the collect call rate for the appropriate type of call as listed in Section 4.1.

**SECTION 4 – RATES AND CHARGES, (CONT'D.)****4.5 Prepaid Customer Account Program**

Prepaid Account Calls as described in Section 3.6.6 hereof, ~~will not exceed the collect call rate for the appropriate type of call as listed in Section 4.1. will receive a Family Connection Calling Plan™ discount on every call. The plan provides a discount on every call based on the amount of prepayment made by the Customer, as outlined below.~~

~~Family Connection Calling Plan™ Discounts~~

| <del>Payment</del> | <del>Discount</del> |
|--------------------|---------------------|
| <del>\$25</del>    | <del>4%</del>       |
| <del>\$50</del>    | <del>6%</del>       |
| <del>\$100</del>   | <del>8%</del>       |
| <del>\$150</del>   | <del>10%</del>      |

~~To maximize the value of the discount,~~ Customers can mail payments directly to the Company with a check money order, in order to avoid the payment processing fees charged when payments are made through Western Union, MoneyGram, PayNearMe, the Website Online Payment Processor or the Phone Payment Processor.

~~The Family Connection Calling Plan™ is~~ Prepaid Customer Accounts are designed to provide rates for calls to friends and family members who need to stay in touch with inmates. Customers should make payment amounts that best fit their needs. When the Customer no longer needs the account, they can request a refund. There is no charge for issuing a refund.

See Section 3.6.6 G for information on how to request a refund.

**4.6 Rate Quotes**

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company's toll free customer service number twenty-four hours a day.

**4.7 Disputed Charges**

Billed party bills shall display the Company toll free number whereby the billed party can contact the Company to resolve billing complaints. Disputed charges are subject to the conditions described in Section 2.5.1, above.

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)**

4.8 Billing Entity Conditions

When billing functions on behalf of the Company are performed by billing agents (i.e., local exchange carrier, credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

4.9 Payment by Check or Money Order through the Mail

No additional fees will be charged to a Customer each time the Customer chooses to make a payment with a check or money order through the mail for an account with the Company.

4.10 Third Party Payment Processors

Third Party Payment processing information is available on the Company's website at [www.paytel.com](http://www.paytel.com).

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Summary: Tariff Revised Tariff pages of Pay Tel Communications, Inc Tariff No. 2 electronically filed by Mr. Justin M Dortch on behalf of Pay Tel Communications, Inc