

*This tariff, Ohio Tariff No. 2 filed by Inmate Calling Solutions, LLC d/b/a ICSolutions cancels and replaces, in its entirety, the current tariff on file with the Commission Ohio Tariff No. 1 filed by Inmate Calling Solutions, LLC d/b/a ICSolutions*

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

**INSTITUTIONAL TELECOMMUNICATIONS SERVICES**

Regulations and Rates  
of

**INMATE CALLING SOLUTIONS, LLC**  
**D/B/A ICSOLUTIONS**  
90-6164-CT-TRF

This tariff includes the rates, charges, terms and conditions of service for the provision of institutional operator services by Inmate Calling Solutions, LLC d/b/a ICSolutions between locations within the State of Ohio.

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By:

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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.

<b>PAGE</b>	<b>REVISION</b>	
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1	4 <sup>th</sup> Rev.	*
2	Original	
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6.1	Original	
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17	1 <sup>st</sup> Rev.	
18	1 <sup>st</sup> Rev.	
19	4 <sup>th</sup> Rev.	*
20	Original	

\* - indicates those pages included with this filing.

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of automated operated assisted telecommunications services furnished within the State of Ohio by Inmate Calling Solutions, LLC d/b/a ICSolutions subject to the jurisdiction of the Ohio Public Utilities Commission.

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

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

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**TARIFF FORMAT**

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff Page in effect. Consult the Check Sheet for the sheet 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 sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular Page is the most current on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Ancillary Service Charge** – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

(N)  
(N)

**Automated Collect Call** - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a live operator.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company or Carrier** - Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") unless otherwise clearly indicated by the context.

**Correctional Institution or Institution** - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions which contract with ICS for the provision of service for use by their Inmate population.

**Customer** - The person, firm, corporation or other entity which uses ICSolutions' service and is responsible for payment of charges and compliance with the Company's tariff

**ICS** - Used throughout this Tariff to refer to Inmate Calling Solutions, LLC d/b/a ICSolutions, ("ICS").

**Inmates** - The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

**Jail** – 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) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction 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.

(N)  
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(N)  
(M)  
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(M)

(M) - Material now appears on Page 6.1.

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

<b>LATA</b> - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.	(M)     
<b>LEC</b> - Local Exchange Company.	(M)
<b>Prison</b> – 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 longer than one year.	(N)       (N)
<b>Subscriber</b> – The Correctional or Confinement Institution with which ICSolutions contracts, directly or indirectly, to provide telephone calling services.	(M) (M)

(M) - Material formerly appeared on Page 6.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff.

The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Use

Services provided under this tariff may be used for any lawful telecommunications purpose for which the service is technically suited.

### 2.3 Limitations of Service

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

2.3.2 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when service is used in violation of the provisions of this Tariff, or in violation of law.

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

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

**2.4 Liability of the Company**

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

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

**2.5 Billing and Payment for Service**

**2.5.1 Responsibility for Charges**

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

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

- A. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service.
- B. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- C. A delinquent account may subject the Customer's service to temporary suspension..
- D. Customers who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

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

**2.5 Billing and Payment for Service, (Cont'd.)**

**2.5.2 Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished by the Company.. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' ' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.5.3 Billing Dispute**

- A. Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Customers may contact the Company's business office at the following toll-free number: 1-888-506-8407, or in writing at Inmate Calling Solutions, LLC d/b/a ICSolutions, 2200 Danbury Street San Antonio, TX 78217.
- C. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43226-0573  
Telephone: 614-466-3292  
Toll Free: 800-686-7826

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

**2.5 Billing and Payment for Service, (Cont'd.)**

**2.5.4 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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

**2.6 Refusal or Suspension by Company**

The Company may refuse or suspend service under the following conditions which include, but are not limited to:

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service.
- B. The Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
  - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
  - 3. Upon refusal by the Customer to permit the Company access to its facilities;
  - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.
  - 5. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network

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### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.1 General

The Company provides resold automated operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of the Company's services and network.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

#### 3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the usage of the Company's service. Timing of each call begins when a communications path is established and ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.
- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3 Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.
- 3.2.4 The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

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

**3.3 Institutional Collect Calling Service**

ICS provides Institutional Automated Collect-Only Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. (C)

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

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

**3.3.1 Classes of Calls**

**Automated Collect Station Calls:** are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the ICS system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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### 3.4 Institutional Collect Calling Service – Rates and Charges

### A. Local

Rate Per Minute:

\$0.25

## Rate Per Minute:

\$0.25

**(D)**

(D)

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

**3.5 Prepaid Institutional Calling Services**

**3.5.1 General**

ICS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed for those whose credit history is inadequate to receive collect calls as well as for those who simply wish to budget their inmate calls.

Calls are made by dialing either a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered.

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

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

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

**3.5 Prepaid Institutional Calling Services, (Cont'd.)**

**3.5.1 General, (Cont'd.)**

**A. Prepaid Debit Service**

(T)

With a Debit Card or Debit Account, each inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the inmate's commissary account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN). When the inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All purchases on a Debit Account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate. Debit cards or Debit Accounts may be purchased in any amount subject to the requirements or restrictions of the Confinement Institution.

(T)

(T)

(T)

(T)

The Company's system automatically informs the caller of the amount of purchased services applied to or remaining on the Prepaid Account, and provides prompts to place a call by entering the destination telephone number. The charge for network usage is deducted from the Account on a real time basis as the call progresses.

(T)

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(T)

Debit Card or Debit Account services expire six (6) months from the date of purchase/sale. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. Consumers may cancel services and request a refund prior to expiration. No refunds will be issued after the service expiration date.

(T)

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

**3.5 Prepaid Institutional Calling Services, (Cont'd.)**

**3.5.1 General, (Cont'd.)**

**B. Prepaid Collect Service**

(T)

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement Institutions. Upon request, a prepaid account is set up by the Company for the Customer. The inmate will receive an authorization code and instructions for accessing and using the service. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Payments to the account are made to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

(T)

(T)

The Company's system automatically informs the account holder of the balance of purchased services applied to or remaining on the Prepaid Account prior to acceptance of the call. The charge for network usage is deducted from the Account in full minute increments on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

(T)

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(T)

Prepaid Collect services expire six (6) months from the date of purchase/sale. Consumers may request a refund for any unexpired services. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. Consumers may cancel services and request a refund prior to expiration. No refunds will be issued after the expiration date.

(T)

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(T)

Initial or additional purchases of prepaid services may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount.

(T)

Prepaid Collect Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

(T)

Charges for network usage for Prepaid Institutional Calls are deducted from the Account in full minute increments on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

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

**3.5 Prepaid Institutional Calling Services, (Cont'd.)**

**3.5.1 Option 1- Rates and Charges**

**A. Local**  
Rate Per Minute: \$0.21 (R)

**B. IntraLATA & InterLATA**  
Rate Per Minute: \$0.21 (R)

(D)  
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(D)

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

**3.6 Ancillary Service Charges**

- 3.6.1 Automated Payment Fees (where available)** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees                      \$3.00

- 3.6.2 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

- 3.6.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees                      \$2.00

(N)

(N)

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