# EXHIBIT 36

ICSolutions Interstate Tariff



## INMATE CALLING SOLUTIONS, LLC

2200 Danbury

San Antonio, TX 78217

Issued By: Ken Dawson, VP Contracts & Regulatory

Interstate/International Rates, Terms and Conditions Original Title Page

Posted: January 2, 2011

#### **Interstate and International**

Rates, Terms and Conditions Provided by

INMATE CALLING SOLUTIONS, LLC

Posted: February 5, 2013

#### **CHECK SHEET**

Pages of this RTC, 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 RTC and are currently in effect as of the date on the bottom of this page.

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1	Thirteenth Rev.	*	27	First Rev.
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## **CONCURRING CARRIERS**

No Concurring Carriers

## **CONNECTING CARRIERS**

No Connecting Carriers

## OTHER PARTICIPATING CARRIERS

No Participating Carriers

## **EXPLANATION OF SYMBOLS**

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

- **C** To signify Changed Regulation.
- **D** Delete or Discontinue
- I Change Resulting in an Increase to a rate
- M Moved from Another RTC Location
- N New
- **R** Change Resulting in a Reduction to a rate
- S Matter Appearing Elsewhere or Repeated for Clarification
- T Change in Text But No Change to Rate or Charge
- V Signifies Vintage RTC
- **Z** Correction

#### **RTC 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 RTC. 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 RTC 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).
- **D.** Check Sheets When a RTC filing is made with the Commission, an updated Check Sheet accompanies the RTC filing. The Check Sheet lists the sheets contained in the RTC, 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 RTC user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

#### **SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Subscriber's location to a ICS switching center or designated point of presence.

**Automated Collect Call** - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

**Customer or End User -** The person, firm, corporation or other entity which uses ICS' service and is responsible for payment of charges and compliance with the Company's RTC.

Company or Carrier - Inmate Calling Solutions, LLC, unless otherwise clearly indicated by the context.

Commission - Refers to the Federal Communications Commission.

**Correctional or Confinement Institutions -** Used throughout this RTC to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

ICS - Used throughout this RTC to mean Inmate Calling Solutions

Posted: May 14, 2007

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

**Inmates** - The jailed or confined population of correctional or confinement institutions.

**LEC** - Local Exchange Company.

**Mainland United States** - The forty-eight (48) states within the continental United States of America and the District of Columbia.

RTC - Refers to this Rates, Terms & Conditions document

**Subscriber -** The correctional institution which orders or uses ICS's service and is responsible for compliance with RTC regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

**United States** - For purposes of this RTC the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands (CNMI).

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#### **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Undertaking of Inmate Calling Solutions, LLC

ICS's services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to ICS's interstate calls.

ICS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. ICS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the ICS services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

#### 2.2 Limitations

- **2.2.1** ICS provides calling services to inmates of confinement/correctional institutions.
- **2.2.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.
- 2.2.3 ICS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.
- **2.2.4** 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.

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

#### 2.2 Limitations, (Cont'd.)

2.2.5 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

#### 2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

## 2.4 Assignment and Transfer

2.4.1 All facilities provided under this RTC are directly or indirectly controlled by the Company. The limitations with which the Company contracts for service may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities

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

## 2.5 Liabilities of the Company

- 2.5.1 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 (including services and facilities involved in emergency calling activity) transmission provided under this RTC, 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.
- 2.5.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber 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 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 RTC; or for any act or omission of the Customer, End User or Subscriber; 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 caused by negligence of the Company.
- **2.5.3** 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.
- 2.5.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, 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 (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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

#### 2.6 Deposits and Advance Payments

### 2.6.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

## 2.6.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, ICS reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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

## 2.7 Taxes and Fees

All state and local taxes (e.s., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.



Posted: October 1, 2009

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

#### 2.7 Taxes and Fees, (Cont'd)

#### 2.7.2 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF). The Company will adjust its charges to include the applicable USF assessment. This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: <a href="http://www.fcc.gov/omd/contribution-factor.html">http://www.fcc.gov/omd/contribution-factor.html</a>.

#### 2.7.3 Federal Cost Recovery Surcharge

In addition to charges for service, a Regulatory Cost Recovery Surcharge of 3.2% may be applied to partially recover expenses incurred with regard to interstate and international regulatory costs and taxes. This includes, but is not limited to, such items as expenses associated with billing, collecting and remitting federal USF, the national fund for TRS, national number portability, federal regulatory fees, expenses for federal regulatory proceedings and compliance, portions of local and state property taxes associated with interstate and international calling and other non-income-tax related tax costs associated with interstate and international calling.

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

## 2.8 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between ICS and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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

#### 2.9 Payment for Service

#### 2.9.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by ICS. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

#### 2.9.2 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 as to charges must be received in writing by the Company 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 local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

#### 2.9 Payment for Service, (Cont'd.)

#### 2.9.3 Validation of Credit

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

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

#### 2.9.4 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

## 2.9.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

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

#### 2.10 Interconnection

Service furnished by ICS may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with ICS's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

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

#### 2.11 Refusal or Discontinuance by Company

- **2.11.1** ICS may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:
  - **A.** For failure of the Customer to pay a bill for service when it is due.
  - **B.** For failure of the Customer or Subscriber to make proper application for service.
  - **C.** For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
  - **D.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
  - **E.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
  - F. For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
  - **G.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

## 2.11 Refusal or Discontinuance by Company, (Cont'd.)

- **2.11.2** ICS may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:
  - **A.** In the event of tampering with the Company's equipment.
  - **B.** In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
  - C. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
  - **D.** In the event of fraudulent use of the service.

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

#### 2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

#### 2.13 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

#### 2.14 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

#### 2.15 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

#### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

#### 3.1 General

The Company offers domestic interstate and international automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges may vary based on individual contracts between the Company and Institutions. Customers are billed based on their use of the Company's services and network.

#### 3.2 Timing of Calls

- **3.2.1** Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.
- 3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.3** Chargeable time for each call ends when one of the parties disconnects from the call.
- **3.2.4** Unless otherwise specified in this RTC, the minimum Initial Period for billing purposes is one (1) minute.
- **3.2.5** Unless otherwise specified in this RTC, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.2.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call. notification, investigate the circumstances of the call and issue a credit when appropriate.

### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

#### 3.3 **Miscellaneous Charges**

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#### 3.3.1 **Bill Statement Fee**

In order to partially offset increased expenses associated with billing calls via local exchange carriers, a bill statement fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Bill Statement Fee, per month where applicable, up to

\$2.49

#### 3.3.2 **Voice Verification Service**

Voice Verification Service is an optional service that provides validation of the inmate's identity through voice verification technology for purposes of improved security and reduced potential of fraud and Customer harassment by inmates. This charge applies to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where Voice Verification Service is requested by correctional facilities, this charge applies in addition to all applicable institutional rates and charges as specified in this tariff.

#### A. **Voice Verification Service Charge**

Charge per call\*, up to

\$0.40

\*where requested by correctional facility

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<sup>\*</sup> Material on this page previously appeared on Page 27.1

### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

## 3.4 ICS Institutional Automated Collect Operator Service – Service Description

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

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere within in the state. 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.

#### 3.4.1 Classes of Calls

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<u>Automated Collect Station Calls:</u> 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.

#### 3.4.2 [Reserved for Future Use]

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Cancels Second Revised Page 22.1

Posted: April 08, 2010

<b>SECTION 3 - SI</b>	ERVICE DESCRIP	TIONS AND	RATES.	(CONT'D.)
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3.4	ICS Institutional Automated Collect Operator Service – Service Description, (Cont'd.)	<b>(T)</b>
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3.4.3 [Reserved for Future Use] (T)

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#### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

# 3.5 ICS Prepaid Institutional Calling Services – Service Description

3.5.1 General (T)

ICS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed to offer a calling alternative for the following circumstances:

- A) Called parties who utilize the services of local exchange carriers that do not offer third party billing of collect calls; and
- B) Called parties whose credit history is inadequate to receive collect calls; and
- C) Inmates who wish to utilize their commissary funds for call placement; and
- D) Called parties who wish to budget their monthly expense for collect calls.

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

Two options are available with Prepaid Institutional Calling Services. The first option, the 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.

Posted: February 5, 2013

#### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

#### 3.5 ICS Prepaid Institutional Calling Services – Service Description, (Cont'd.)

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

#### A. Debit Card or Debit Account **(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.

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.

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.

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

#### 3.5 ICS Prepaid Institutional Calling Services – Service Description, (Cont'd.)

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

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(	
Prepaid Collect Service	<b>(T)</b>
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	<b>(T)</b>
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.	<b>(T)</b>
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)     (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	(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.

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.

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.

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.

Printed in USA

Posted: January 2, 2011

## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

#### **3.6** ICS Institutional Contract Service Rates

#### 3.6.1 Domestic Interstate Contract Rates

## A. Institutional Collect and Prepaid Collect Services

The following rates apply to interstate outbound automated operator assisted collect and prepaid collect calls placed by inmates in correctional institutions using the ICS network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

<b>Contract Rates</b>	Collect		Prepaid	l Collect
	Per Call	Per Minute	Per Call	Per Minute
Rate A	\$4.99	\$0.89	\$4.99	\$0.89
Rate B	\$3.95	\$0.89	\$3.95	\$0.89
Rate C	\$3.95	\$0.55	\$3.95	\$0.55
Rate D	\$4.42	\$0.89	\$4.42	\$0.89
Rate E	\$3.80	\$0.69	\$3.80	\$0.69
Rate F	\$0.00	\$0.55	\$0.00	\$0.55
Rate G	\$2.50	\$0.31	\$2.50	\$0.31
Rate H	\$4.09	\$0.74	\$4.09	\$0.74
Rate I	\$3.50	\$0.50	\$3.50	\$0.50
Rate J	\$4.20	\$0.69	\$4.20	\$0.69
Rate K	\$3.00	\$0.45	\$3.00	\$0.45
Rate L	\$2.35	\$0.35	\$2.35	\$0.35
Rate M	\$1.20	\$0.10	\$0.00	\$0.15
Rate N	\$1.52	\$0.342	\$0.25	\$0.25

(N)

## **B.** Institutional Prepaid Debit Account

The following rates include all taxes, surcharges, and fees.

Contract Rates	Per Call Charge	Per Minute Charge
Rate A	\$0.50	\$0.50
Rate B	\$2.35	\$0.35
Rate C	\$0.00	\$0.15
Rate D	\$0.25	\$0.25

(N)

## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

## 3.6 ICS Institutional Contract Service Rates, (Cont'd.)

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#### **3.6.2** International Contract Rates

(T) (T)

A. Prepaid Debit Account

**(T)** 

Unless otherwise specified, the following rates apply to international prepaid debit accounts only for calls placed by inmates in correctional institutions using the ICS network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

	Per Call Charge	Per Minute Charge	
Contract Rates	\$4.00	\$1.00	(

 $(\mathbf{T})$ 

# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)



<sup>\*</sup> Material previously found on this page can now be found on Page 21.1

## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

## 3.7 Illinois Department of Corrections - Rates and Charges

# (N)

## 3.7.1 Domestic Interstate Rates and Charges

Rates and charges apply to domestic interstate calls as follows

## A. Continental United States - Institutional Collect and Prepaid Collect Service

#### 1. Rate Per Minute:

0-10	\$0.1900
11-22	\$0.2000
23-55	\$0.2100
56-124	\$0.2300
125-292	\$0.2500
293-over	\$0.2600

## 2. Per Call Charge:

Collect: \$2.50 Prepaid: \$1.80

(N)

## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

- 3.7 Illinois Department of Corrections Rates and Charges, (Cont'd.)
  - 3.7.1 Domestic Interstate Rates and Charges, (Cont'd.)
    - B. U.S. Protectorates
      - 1. Institutional Collect and Prepaid Collect Service

Rate and Charges			
	Rate Per	Rate Per	
	Minute:	Call:	
Puerto Rico	\$1.15	\$5.99	
U.S. Virgin Islands	\$0.89	\$4.99	

## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

## 3.7 Illinois Department of Corrections Rates and Charges, (Cont'd.)

# 3.7.2 International Rates and Charges

#### A. Canada

The time of day rate periods shown below apply to calls to Canada:

On Peak, all days	8:00AM to 12:00PM*	
Off Peak, all days	12:00PM to 8:00AM*	
* to, but not including		

## 1. Usage Rates

	On Peak	Off-Peak
Mileage	Rate Per	Rate Per
Band	Minute:	Minute:
0-10	\$0.81	\$0.67
11-80	\$0.94	\$0.67
81-140	\$1.00	\$0.73
141-220	\$1.10	\$0.75
221-345	\$1.22	\$0.80
346-630	\$1.34	\$0.90
631-1200	\$1.51	\$0.96
1201-1610	\$1.60	\$0.99
1611 - over	\$1.68	\$1.08

**2. Per Call Charge:** \$7.50

(N) ı (N)