

**This tariff, Missouri Tariff No. 2 filed by Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri Tariff No. 2, originally issued by Consolidated Communications Public Services, Inc. and adopted by Consolidated Communications Network Services, Inc. effective January 1, 2009.**

**TITLE PAGE**

MISSOURI TELECOMMUNICATIONS TARIFF

OF

**Consolidated Communications Enterprise Services, Inc.**

**d/b/a**

**Consolidated Communications Public Services**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services, with principal offices located at 350 South Loop 336 West, Conroe, Texas 77304. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services operates as a competitive telecommunications company in the State of Missouri.

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### **SYMBOLS**

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

- (D)** - Delete or Discontinue
- (I)** - Change Resulting in an Increase to a Customer's Bill
- (M)** - Moved from another Tariff Location
- (N)** - New
- (R)** - Change Resulting in a Reduction to a Customer's Bill
- (T)** - Change in Text or Regulation but no Change in Rate or Charge.

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### TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Page are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new pages 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 MO PSC. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the MO PSC follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

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**WAIVER OF RULES AND REGULATIONS**

Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

<u>Rule/Statue</u>	
392.210.2	- Uniform System of Accounts
392.240(1)	- Just and Reasonable Rates
393.270	- Ascertain Property Values
392.280	- Depreciation Accounts
392.290	- Issuance of Securities
392.300.2	- Acquisition of Stocks
392.310	- Issuance of stock and debt
392.320	- Stock dividend payment
392.330	- Issuance of securities, debt and notes
392.340	- Reorganizations
4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.010(2)(C)	- Rate Schedules should be posted at Central Office
4 CSR 240-30.040	- Uniform system of accounts

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

<b>C.O.</b>	-	Central Office
<b>Corp.</b>	-	Corporation
<b>EAEA</b>	-	Equal Access Exchange Area
<b>FCC</b>	-	Federal Communications Commission
<b>IXC</b>	-	Interexchange Carrier
<b>LATA</b>	-	Local Access and Transport Area
<b>LEC</b>	-	Local Exchange Carrier
<b>MO PSC</b>	-	Missouri Public Service Commission
<b>MTS</b>	-	Message Telecommunications Service
<b>PBX</b>	-	Private Branch Exchange

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's location to Company's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services. An authorized user also may be a consumer as defined herein.

**Calling Card** - A billing convenience whereby the charges for a call may be billed to an approved telephone company-issued calling card or valid commercial credit card where accepted. The terms and conditions of the local telephone company will apply to payment arrangements.

**Casual Calling** - A service whereby the Customer accesses the Company's service by dialing a Company-provided access code prior to placing the call, such as 101XXXX + 1 + area code + destination number.

**Collect Calling** - 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** - The Missouri Public Service Commission.

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions, (Cont'd.)**

**Company** - Used throughout this tariff to refer to Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services unless otherwise clearly indicated by the context.

**Consumer** - A person who is not a Customer initiating any telephone calls using operator services.

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

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service or is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

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

**Operator Station Call** - A service whereby caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

**Person-to-Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached, or an agreed upon alternate.

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions, (Cont'd.)**

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Consumers. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company. See also Traffic Aggregator.

**Switched Access** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Traffic Aggregator** - A Subscriber that in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at correctional or confinement institutions within the state of Missouri. The terms of this tariff apply to Company's intrastate calls.

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. Company 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 Company 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** Company 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 tariff.

**2.2.3** Company 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 tariff, 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.

**2.2.5** All facilities provided under this tariff are directly or indirectly controlled by Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Public Services and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

**2.2.6** 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.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. 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 Missouri PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber. If, in the future, the Company does require deposits, it will comply with the requirements as set forth in 4 CSR 240-33.050, which pertains to deposits and guarantees of payment for residential customers.

**2.3.3 Advance Payments**

The Company does not require an Advance Payment from the Customer or Subscriber.

**2.3.4 Late Payment Charge**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late fee of 1.5% per month will be charged on any past due balance.

**2.3.5 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Missouri law and Commission regulations.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes, fees, governmental or quasi-governmental assessments in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Universal Service Funds and Gross Receipts Tax.

All state and local taxes (i.e. gross receipts tax, sales tax, municipal tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears. All state and local taxes are included in the quoted rates for prepaid services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Refunds or Credits for Service Outages or Deficiencies**

**2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 720 hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than two hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

**2.5.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Liability of the Company**

- 2.6.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.6.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer 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 Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the company.
- 2.6.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence.
- 2.6.5** The Company will provide credit on charges disputed by customer, verbally or in writing, that are verified as incorrect by Company. If oral or written objection is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the customer.
- 2.6.6** The Company's liability for gross negligence or intentional misconduct is not limited by this tariff.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by the Company**

**2.7.1** The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer or Subscriber will be given ten (10) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- A.** For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without ten (10) days written notice to the Customer, except in cases where a Customer engages in fraud.
- B.** For failure of the Customer to meet the Company's payment and credit requirements as described in Section 2.3 of this tariff.
- C.** For failure of the Customer to make proper application for service.
- D.** For Customer's violation of any of the Company's rules on file with the Commission, provided ten (10) days' written notice is given before termination.
- E.** For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F.** For Customer's breach of the contract for service between the Company and the Customer.
- G.** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by the Company, (Cont'd.)**

**2.7.2** The Company may refuse or discontinue service without notice to the Customer 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, 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.

**2.7.3 Customer Notification of Complaint Procedures**

The Company shall provide with each bill to Customers a toll-free telephone number and address to which complaints may be addressed. The accompanying message shall include the following sentences: "If you remain dissatisfied with our resolution of your complaint, you may contact the Missouri Public Service Commission at P.O. Box 360, Jefferson City, Missouri 65102. The Commission may also be reached at (573) 751-3234.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling the Company's Missouri intrastate service must have a Certificate of Authority as an interexchange carrier from the Missouri Public Service Commission.

**2.9 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. The Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.11 Other Rules**

**2.11.1** The Company reserves the right to refuse to process calls when authorization for use is denied or cannot be validated.

**2.11.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the Commission.

**2.11.3** Operator services will be provided consistent with 4 CSR 240-33.130 and 392.515 RSMo, as amended from time to time.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry-standard "V" and "H" coordinates.

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call. Timing of each call begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Call timing ends when either party hangs up.

**3.3.1** Unless otherwise described in the individual service description in this tariff, calls are measured and billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute.

**3.3.2** There is no billing applied for incomplete calls.

**3.3.3** When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

**3.4 Applicable Rate Periods**

Unless otherwise indicated elsewhere in this tariff, usage-based rates may be subject to the following time-of-day, day-of-week, and holiday rate periods:

**3.4.1** Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.

**3.4.2** Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.

**3.4.3** Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, all day Saturday, and Sunday to, but not including 5:00 PM.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Pay Telephone Surcharge, per Call \$0.47

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Institutional Collect-Only Calling Service**

The Company processes one type of institutional collect call: automated collect. Automated Collect Calls are billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance. The call processing system collects the billing information of the called party and routes the call through terminating facilities. The called party must accept the charges for the call, or the connection will be dropped.

Calls are measured as described in Sections 3.2, 3.3 and 3.4 of this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as a per-call automated operator surcharge apply.

Service 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. All services are offered in conjunction with interstate service.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Institutional Collect-Only Calling Service, (Cont'd.)**

**3.6.1 Rate Plan #1**

**A. IntraLATA Institutional Per Minute Usage Rates**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000

**Automated Collect Call Service Charge, per call** \$3.00

**B. InterLATA Institutional Calls**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

**Automated Collect Call Service Charge, per call** \$3.00

**C. Local Institutional Collect Calls**

The following charges apply per local collect call. These charges apply during all rate periods.

**1. Local Usage Charge**

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

**2. Local Per Call Service Charges**

One of the following per-call charge applies to each local collect-only operator assisted call:

	<b>Per Call</b>
Local Automated Collect Call Service Charge:	\$2.51

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Institutional Collect-Only Calling Service, (Cont'd.)**

**3.6.2 Rate Plan #2**

**A. IntraLATA Institutional Per Minute Usage Rates**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

**Automated Collect Call Service Charge, per call** \$3.95

**B. InterLATA Institutional Calls**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

**Automated Collect Call Service Charge, per call** \$3.95

**C. Local Institutional Collect Calls**

The following charges apply per local collect call. These charges apply during all rate periods.

**1. Local Usage Charge**

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

**2. Local Per Call Service Charges**

One of the following per-call charge applies to each local collect-only operator assisted call:

	<b>Per Call</b>
Local Automated Collect Call Service Charge:	\$2.51

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Prepaid Institutional Calling Services**

Prepaid Institutional Calling Services provide alternative methods for inmates in Confinement Institutions and their families to communicate with each other. This service is designed for those who prefer to prepay for calls rather than being billed for collect calls monthly on their local telephone bills, for those who would like to pay for another family member's calls, for those whose credit history is inadequate to receive collect calls, and for those who 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.

Two options are available with Prepaid Institutional Calling Services. The first option, the Commissary Account, allows the inmate (via the Institution personnel) to set up his/her own prepaid account at the Confinement Institution utilizing the inmate's commissary account; the second option, the Customer Account, allows the called party, usually a family member, who receives collect calls from inmates to set up his/her own prepaid account.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Prepaid Institutional Calling Services, *continued***

With a Commissary Account, upon notification by the Confinement Institution that an inmate wishes to utilize the Company's Prepaid Institutional Commissary Account Service, a prepaid account is set up by the Company with the Institution's commissary; the Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request after release of the inmate from the Confinement Institution. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Prepaid Institutional Calling Services, *continued***

With a Customer account, the Company is notified by parties (Customers) who receive collect calls from inmates in Confinement Institutions, generally family members, that they wish to utilize the Company's Prepaid Institutional Customer Account Service. A prepaid account is then 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.

Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company not engage in direct monetary transactions with the inmate.

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

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Prepaid Institutional Calling Services, *continued***

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

Prepaid Institutional Calling Services are not distance sensitive, but may be time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request after release of the inmate from the Confinement Institution. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

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

**3.7.1 Rate Plan #1**

**A. IntraLATA Institutional Per Minute Usage Rates**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000

**Automated Collect Call Service Charge, per call** \$3.00

**B. InterLATA Institutional Calls**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

**Automated Collect Call Service Charge, per call** \$3.00

**C. Local Institutional Collect Calls**

The following charges apply per local collect call. These charges apply during all rate periods.

**1. Local Usage Charge**

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

**2. Local Per Call Service Charges**

One of the following per-call charge applies to each local collect-only operator assisted call:

	<b>Per Call</b>
Local Automated Collect Call Service Charge:	\$2.51

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

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

**3.7.2 Rate Plan #2**

**A. IntraLATA Institutional Per Minute Usage Rates**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

**Automated Collect Call Service Charge, per call** \$3.95

**B. InterLATA Institutional Calls**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
Mileage						
1-99999	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

**Automated Collect Call Service Charge, per call** \$3.95

**C. Local Institutional Collect Calls**

The following charges apply per local collect call. These charges apply during all rate periods.

**1. Local Usage Charge**

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

**2. Local Per Call Service Charges**

One of the following per-call charge applies to each local collect-only operator assisted call:

	<b>Per Call</b>
Local Automated Collect Call Service Charge:	\$2.51

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.9 Exemptions and Special Rates**

**3.9.1 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**3.10 Individual Case Basis Rates (ICB)**

Private line services will be made available to customers in a nondiscriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

## SECTION 4.0 - PROMOTIONS

### 4.1 Promotional Offerings - General

Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. The Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.