

April 4, 2007 **Via Overnight Delivery**

— FILED³

APR 5 2007

Missouri Public

Service Commission

210 N. Park Ave.

Winter Park, FL

32789

Ms. Colleen M. Dale Chief Regulatory Law Judge

Missouri Public Service Commission

200 Madison Street, Suite 100

Jefferson City, MO 65101

P.O. Drawer 200 Winter Park, FL

32790-0200

RE:

Inmate Calling Solutions, LLC d/b/a ICSolutions formerly known as Inmate

Calling Solutions, LLC

Replacement Tariff

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

Dear Ms. Dale:

Please accept this letter and two (2) copies of the enclosed replacement tariff as official notification that Inmate Calling Solutions, LLC has added the d/b/a ICSolutions. This is only an addition of a d/b/a to the Company's name. The Company's secretary of state documentation reflecting the d/b/a is also enclosed.

The enclosed replacement tariff, Missouri Tariff No. 2, reflects the Company's d/b/a ICSolutions. This tariff cancels and replaces in its entirety the current tariff on file with the Commission, Missouri Tariff No. 1 issued by Inmate Calling Solutions, LLC. The enclosed replacement tariff is identical to the tariff being replaced except for the name of the Company. The Company respectfully requests an effective date of May 5, 2007.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions you may have regarding this filing may be directed to my attention at (407) 740-3004 or morton@tminc.com. Thank you for your assistance.

Sincerely,

Robin Norton, Consultant to Inmate Calling Solutions, LLC

RN/bc

Enclosure

ec: S

Suzanne Haffner, ICS

cc: Goy Giminski, ICS

cc: Office of Public Counsel

file: ICS - MO - Inmate

tms: MOn0701



State of Missouri Robin Carnahan, Secretary of State

File Number: 200703190435 X00793063

Date Filed: 01/31/2007

Expiration Date: 01/31/2012

Robin Carnahan Secretary of State

Registration of Fictitious Name

This fictitious name filing shall expire 5 years from the date filed unless a renewal filing is submitted within 6 months prior to the expiration date.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered:

ICSolutions

Business address:

5883 Rue Ferrari

City, State and Zip Code:

San Jose CA 95138

If all parties are jointly and severally liable, percentage of ownership need not be listed.

Name of Owners,
Individual or
Business Entity

Street and Number

City and State
Zip Code equal 100%

INMATE CALLING
SOLUTIONS, LLC

IS 883 Rue Ferrari
San Jose CA
95138

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060, RSMo)

Ken Dawson

Manager

(Authorized Signature)

(Authorized Party Relationship)

This tariff, Missouri 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, Missouri Tariff No. 1, issued by Inmate Calling Solutions, LLC.

MISSOURI

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Inmate Calling Solutions, LLC d/b/a ICSolutions

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Inmate Calling Solutions, LLC d/b/a ICSolutions ("ICS") to inmates of correctional or confinement institutions within the state of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

ICS operates as a competitive telecommunications company within the state of Missouri.

Issued: April 5, 2007

Effective:

May 5, 2007

By:

Brendan Philbin, Chief Operating Officer 5883 Rue Ferrari

San Jose, California 95138

MOn0701

COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS

Inmate Calling Solutions, LLC d/b/a ICSolutions is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

4 CSR 240-10.020 4 CSR 240-3.545(2)(C) 4 CSR240-30.040 4 CSR 240-33.030	 Depreciation fund income Rate schedules should be posted at central office Uniform system of accounts Inform customers of lowest price
Section 392.210.2 Section 392.240.1 Section 392.270 Section 392.280 Section 392.300.2 Section 392.300.2 Section 392.310 Section 392.320 Section 392.330 Section 392.340	Uniform System of Accounts - Just and Reasonable rates - Ascertain Property values - Depreciation Accounts - Issuance of securities - Acquisition of Stocks - Issuance of stock an debt - Stock dividend payments - Issuance of securities, debt and notes - Reorganizations

Issued: April 5, 2007 Effective: May 5, 2007

By: Brendan Philbin, Chief Operating Officer 5883 Rue Ferrari

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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 discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (M) To signify material relocated from or to another part of this tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- **(R)** To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.

Issued: April 5, 2007 Effective: May 5, 2007

By:

TARIFF FORMAT

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between 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 page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- 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.

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By:

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Inmate Calling Solutions, LLC d/b/a ICSolutions for use by inmates in correctional institutions within the State of Missouri.

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By:

Brendan Philbin, Chief Operating Officer 5883 Rue Ferrari

San Jose, California 95138

SECTION 1 - TECHNICAL 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 tariff.

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

Commission - The Missouri Public Service Commission.

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.

ICS - Used throughout this tariff to mean Inmate Calling Solutions, LLC d/b/a ICSolutions.

Issued: April 5, 2007

Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

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

LEC - Local Exchange Company.

Subscriber - The correctional institution which orders or uses ICS's service and is responsible for compliance with tariff 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.

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May 5, 2007

MOn0701

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of ICS

ICS'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 ICS's intrastate 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 tariff. 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 tariff.
- 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 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.

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Effective:

2.2 Limitations, Con't.

- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by Inmate Calling Solutions, LLC d/b/a ICSolutions 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.

2.3 Use

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

2.4 Liabilities of the Company

- 2.4.1 ICS'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.
- 2.4.2 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.

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Effective:

2.4 Liabilities of Company, Con't.

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right 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 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 directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued: April 5, 2007 Effective: May 5, 2007

By: Brendan Philbin, Chief Operating Officer 5883 Rue Ferrari San Jose, California 95138

2.5 Deposits and Advance Payments

2.5.1 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.

2.5.2 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.

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2.6 Taxes

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

2.6.1. Public 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's service and is unrelated to the 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 Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public 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 Public 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 Public 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.

Intra/InterLATA Rate per Call

\$0.47

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Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari San Jose, California 95138 Effective: May 5, 2007

2.6 Taxes, Con't.

By:

2.6.2 Missouri Universal Service Fund

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- **B.** The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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2.7 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.

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By:

Brendan Philbin, Chief Operating Officer

2.8 Payment for Service

2.8.1 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).

2.8.2 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.

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Effective:

2.8 Payment for Service

2.8.3 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.

2.8.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

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Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

San Jose, California 95138

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2.9 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.

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By:

Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

San Jose, California 95138

Effective: May 5, 2007

2.10 Refusal or Discontinuance by Company

- **2.10.1** 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.

Issued: April 5, 2007

Effective:

2.10 Refusal or Discontinuance by Company, Con't.

- **2.10.2** 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.

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Effective:

2.11 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.

2.12 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.

Issued: April 5, 2007

Effective:

SECTION 3 -DESCRIPTION OF SERVICE

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.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the actual usage of ICS's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.
- **3.2.2** Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 The minimum call duration and initial period for billing purposes is one minute.
- **3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.
- 3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. ICS will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

Issued: April 5, 2007

Effective:

3.3 ICS Institutional Automated Collect Operator Service

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.

3.3.1 Classes of Calls

<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

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3.4 ICS Prepaid Institutional Calling Services

3.4.1 General

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 Prepaid Debit Account, allows the inmate to set up his/her own prepaid account 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.

Issued: April 5, 2007

By:

Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

San Jose, California 95138

3.4 ICS Prepaid Institutional Calling Services, Con't.

3.4.1 General, Con't

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her commissary account to their telephone 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 prepaid/debit. Once debit is selected, the inmate enters the PIN and called telephone number. 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 Debit 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 Debit 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.

Issued: April 5, 2007

Brendan Philbin, Chief Operating Officer 5883 Rue Ferrari

San Jose, California 95138

3.4 ICS Prepaid Institutional Calling Services, Con't.

3.4.1 General, Con't

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company for the Customer. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. 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 does 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. 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.

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.

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 (Options A and B) may be replenished; the minimum initial deposit or replenishment amount is \$25.00.

Issued: April 5, 2007

Effective:

SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company.

Customers are billed based on their use of Inmate Calling Solutions, LLC d/b/a ICSolutions long distance service. No fixed monthly recurring charges apply.

4.2 Time of Day Rate Periods

Rates for service are not time of day sensitive.

Issued: April 5, 2007

By:

Brendan Philbin, Chief Operating Officer

Effective:

4.3 ICS Institutional Collect-Only Service Rates

The following rates apply to outbound collect-only operator assisted 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.

4.3.1 Local Rates and Charges

A per call rate and a per call automated collect call service charge apply to local calls.

A. Basic Institutional Collect-Only Rates

1. Local Usage Charge

Local Charge, per Call:

\$0.50

2. Local Per Call Service Charges

Station-to-Station Collect Call:

\$1.76

B. Option A Institutional Collect-Only Rates

1. Local Usage Charge

Local Charge, per Call:

\$0.50

2. Local Per Call Service Charges

Station-to-Station Collect Call:

\$1.10

C. Option B Institutional Collect-Only Rates

1. Local Usage Charge

Local Charge, per minute:

\$0.25

2. Local Per Call Service Charges

Station-to-Station Collect Call:

\$0.95

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Effective:

- 4.3 ICS Institutional Collect-Only Service Rates, Con't.
 - 4.3.2 IntraLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Institutional Collect-Only Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.28

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- B. Option A Institutional Collect-Only Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Institutional Collect-Only Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.10

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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5883 Rue Ferrari

San Jose, California 95138

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- 4.3 ICS Institutional Collect-Only Service Rates, Con't.
 - 4.3.3 InterLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Institutional Collect-Only Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.50

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$3.00

- B. Option A Institutional Collect-Only Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Institutional Collect-Only Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.10

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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4.4 ICS Prepaid Institutional Calling Services - Option A: Prepaid Debit Account

4.4.1 Local Rates and Charges

A per call rate and a per call automated collect call service charge apply to local calls.

A. Basic Prepaid Institutional Debit Calling Rates

1. Local Usage Charge

Local Charge, per Call:

\$0.50

2. Local Per Call Service Charges

Station-to-Station Collect Call:

\$1.76

B. Option A Prepaid Institutional Debit Calling Rates

1. Local Usage Charge

Local Charge, per Call:

\$0.50

2. Local Per Call Service Charges

\$1.10

C. Option B Prepaid Institutional Debit Calling Rates

1. Local Usage Charge

Local Charge, per Minute:

\$0.25

2. Local Per Call Service Charges

\$0.95

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Brendan Philbin, Chief Operating Officer

5883 Rue Ferrari

San Jose, California 95138

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- 4.4 ICS Prepaid Institutional Calling Services Option A: Prepaid Debit Account, Con't.
 - 4.4.2 IntraLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Prepaid Institutional Debit Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.28

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- B. Option A Prepaid Institutional Debit Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Prepaid Institutional Debit Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

By:

\$0.10

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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- 4.4 ICS Prepaid Institutional Calling Services Option A: Prepaid Debit Account, Con't.
 - 4.4.3 InterLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Prepaid Institutional Debit Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.50

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$3.00

- B. Option A Prepaid Institutional Debit Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Prepaid Institutional Debit Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

By:

\$0.10

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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4.5 ICS Prepaid Institutional Calling Services - Option B: Prepaid Collect Service

4.5.1 **Local Rates and Charges**

A per call rate and a per call automated collect call service charge apply to local calls.

A. **Basic Prepaid Institutional Collect Calling Rates**

1. Local Usage Charge

Local Charge, per Call:

\$0.50

2. **Local Per Call Service Charges**

Station-to-Station Collect Call:

\$1.76

В. **Option A Prepaid Institutional Collect Calling Rates**

1. **Local Usage Charge**

Local Charge, per Call:

\$0.50

2. **Local Per Call Service Charges**

Station-to-Station Collect Call:

\$1.10

C. **Option B Prepaid Institutional Collect Calling Rates**

1. Local Usage Charge

Local Charge, per Minute:

\$0.25

2. **Local Per Call Service Charges**

Station-to-Station Collect Call:

\$0.95

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- 4.5 ICS Prepaid Institutional Calling Services Option B: Prepaid Collect Service, Con't.
 - 4.5.2 IntraLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Prepaid Institutional Collect Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.28

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- B. Option A Prepaid Institutional Collect Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Prepaid Institutional Collect Calling Rates
 - 1. IntraLATA Per Minute Usage Rates

Rate Per Minute:

\$0.10

2. IntraLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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- 4.5 ICS Prepaid Institutional Calling Services Option B: Prepaid Collect Service, Con't.
 - 4.5.3 InterLATA Rates and Charges

A per call service charge applies to all completed calls.

- A. Basic Prepaid Institutional Collect Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.50

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$3.00

- B. Option A Prepaid Institutional Collect Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.27

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.95

- C. Option B Prepaid Institutional Collect Calling Rates
 - 1. InterLATA Per Minute Usage Rates

Rate Per Minute:

\$0.10

2. InterLATA Per Call Service Charges

Station-to-Station Surcharge:

\$1.30

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4.6 Miscellaneous Charges

4.6.1 Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable billing cost recovery fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. Where applicable, 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.

Billing Cost Recovery Fee, per month where applicable, up to

\$2.49

4.6.2 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*

\$0.25

*where requested by correctional facility

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