

Network Communications International Corp.
d/b/a NCIC Inmate Communications
PSC No. 1 - Telephone
Effective Date: October 30, 2017

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This Tariff, New York PSC No. 1 - Telephone, issued by Network Communications International Corp. d/b/a NCIC Inmate Communications cancels and replaces New York Tariff No. 1, issued by Network Communications International Corp. d/b/a NCIC Inmate Phone Service in its entirety

TITLE SHEET

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF NEW YORK FOR

NETWORK COMMUNICATIONS INTERNATIONAL CORP.
d/b/a NCIC Inmate Communications

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Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Network Communications International Corp. d/b/a NCIC Inmate Communications within the State of New York.

SERVICE AREA

Network Communications International Corp. d/b/a NCIC Inmate Communications will provide intrastate service throughout the State of New York.

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EXPLANATION OF SYMBOLS

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

- (C)** - To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule, or condition.
- (I)** - To signify an increase.
- (M)** - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (R)** - To signify reduction.
- (S)** - To signify reissued material.
- (T)** - To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially, however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a letter is added. For example, a new sheet added between sheets 14 and 15 would be 14A.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current Sheet number on file with the Commission is not always the tariff Sheet 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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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to an NCIC designated switching center or point of presence.

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

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

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.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Billed Party - The person or entity responsible for payment of the Company's Service(s): In the case of a credit card call (herein collectively the ("Card")), the person or entity responsible for payment is the Customer of record of the Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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

Commission - Refers to The New York Public Service Commission.

Company or Carrier – Refers to Network Communications International Corp. d/b/a NCIC Inmate Communications (“NCIC”) unless otherwise clearly indicated by the context.

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 - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

LATA - Local Area of Transport and Access.

LEC - Local exchange company.

NCIC - Used throughout this tariff to mean Network Communications International Corp. d/b/a NCIC Inmate Communications.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

Subscriber - Any person, firm, partnership, Corp., governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer. The Subscriber may also be the correctional institution which orders or uses the Company'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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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Network Communications International Corp. d/b/a NCIC Inmate Communications

NCIC's services and facilities are furnished for communications originating at specified points within the state of New York under terms of this rate sheet.

NCIC installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this rate sheet. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use

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

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

2.3 Limitations

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer or Aggregator is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by NCIC and neither the Customer nor Aggregator may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff 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.

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2.5 Liability of the Company

- 2.5.1** NCIC'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 \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or 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.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or Aggregator 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 Aggregator; 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.

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

- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Aggregator resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer or Aggregator.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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2.6 Billing and Payment for Service

2.6.1 Responsibility for Charges

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

- (A) any 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;
- (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize; and
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s).

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2.6 Billing and Payment For Service, (Cont'd.)

2.6.2 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer.

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

2.6.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2.6 Billing and Payment For Service, (Cont'd.)

2.6.4 Taxes and Fees

NCIC reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

(A) Gross Revenue Tax Surcharge

The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as directed by the Commission.

2.6.5 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers, billed parties or Calling/Credit cards presented for payment through available verification procedures. Where a Customer's creditworthiness or method of payment is unacceptable to the Company, NCIC may refuse to provide service, require a deposit or advance payment or otherwise restrict or interrupt service to a Customer.

2.7 Deposits

The Company does not collect deposits from Customers.

2.8 Advance Payments

The Company does not require advance payments from Customers.

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2.9 Refunds or Credits for Service Outages or Deficiencies

2.9.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Aggregator, or to the failure of channels, equipment and/or communications systems provided by the Customer or Aggregator, 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.

2.9.2 For purposes of credit computation every month shall be considered to have thirty (30) days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four (24) hours. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

2.9.3 For message rated toll and operator assisted services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

2.10 Special Pricing Arrangements

Customized service packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers of the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis and are listed in the Addendum to this tariff with the following information: (1) the LATA in which the Customer is located, (2) the horizontal and vertical distance from the central office to the Customer's premises, (3) the type of service, (4) the price of the service, (5) the number of lines (circuits) being used and (6) the length of the contract terms.

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2.11 Cancellation or Termination of Service

2.11.1 The Company may terminate service to a Customer or Aggregator for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer or Aggregator without incurring any liability for damages due to loss of telephone service to the Customer or Aggregator.

2.11.2 NCIC may refuse or block service under the following conditions provided that, unless otherwise stated, the Customer or Aggregator shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to NCIC or its agents for the purpose of inspection and maintenance of equipment owned by NCIC or its agents.
- (D) For noncompliance with or violation of Commission regulation or NCIC's rules and regulations on file with the Commission.
- (E) Without notice in the event of Customer, Aggregator or Authorized User use of equipment in such a manner as to adversely affect NCIC's equipment or service to others.
- (F) Without notice in the event of tampering with the equipment or services owned by NCIC or its agents.
- (G) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, NCIC may, before restoring service, require the Customer or Aggregator to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (H) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

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2.12 Automatic Number Identification Terms and Conditions

NCIC may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.12.1** The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's original call or transaction.
- 2.12.2** The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.12.3** The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.12.4** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.12.5** NCIC will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.12.6** Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
Violations of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

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2.13 Health Care Providers Support Program

2.13.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.13.2 Regulations

- (A) To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- (B) Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- (C) Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- (D) Responsibility of eligible health care providers
 - (1) Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

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2.13 Health Care Providers Support Program, (Cont'd.)

2.13.2 Regulations, (Cont'd.)

- (D) Responsibility of eligible health care providers, (Cont'd.)
 - (2) Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - (3) Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - (4) A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - (5) Services cannot be sold, resold or transferred in consideration for money or any other thing of value.
- (E) Responsibility of the Company
 - (1) The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.16.1 preceding.
 - (2) The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
 - (3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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2.13 Health Care Providers Support Program, (Cont'd.)

2.13.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- (A) A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- (B) An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- (C) Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

2.14.1 General

- (A) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- (B) The TSP program has two components, restoration and provisioning.
- (1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - (2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.14.2 TSP Request Process

(A) Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- (1) Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture
- (2) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- (3) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- (4) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- (5) Submit the SF 315 to the OPT.
- (6) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority (Cont'd.)

2.14.2 TSP Request Process, (Cont'd.)

(B) Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.14.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- (A) Identify telecommunications services requiring priority.
- (B) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- (C) Accept TSP services by the service due dates.
- (D) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- (E) Pay the Company any authorized costs associated with priority services.
- (F) Report to the Company any failed or unusable services with priority levels.
- (G) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (H) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.14.4 Responsibilities of the Company

The Company will perform the following:

- (A) Provide TSP service only after receipt of a TSP authorization code.
- (B) Revoke TSP services at the direction of the end-user or OPT.
- (C) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (D) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (E) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (F) Confirm completion of TSP service order activity to the OPT.
- (G) Participate in reconciliation of TSP information at the request of the OPT.
- (H) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- (I) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (J) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- (K) Disclose content of the NS/EP TSP database only as may be required by law.
- (L) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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2.14 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.14.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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SECTION 3 – OPERATOR ASSISTED SERVICES

3.1 General

NCIC provides operator assisted services for communications originating and terminating within the State of New York. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of NCIC's services and network. No installation charges apply.

3.2 Rate Ranges

The intrastate, interLATA rates set forth herein are filed under a flexible pricing plan which establishes a range of prices accepted by the Public Service Commission within which changes may be made upon one day's notice to the Commission and Customers. Rates and charges for service provided by the Carrier will range between the minimum and maximums specified below. Actual rates are specified in Attachment A to this tariff. The Company does not differentiate rates for residential or commercial Customers unless specified under the individual product description.

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SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)

3.3 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 "V" and "H" coordinates found in Bell Core's V&H Tape and NECA FCC Tariff No. 4.

- 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:

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

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3.4 Timing of Calls

Billing for calls placed over the NCIC network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1** 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.
- 3.4.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.4.3** Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is one (1) minute.
- 3.4.4** Unless otherwise specified in this tariff, Additional Period billing for usage after the initial period is in full one (1) minute increments.
- 3.4.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

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3.5 Operator Assisted Calling

NCIC's Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

3.5.1 Customer Dialed Credit/Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

3.5.2 Operator Station Charge

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

3.5.3 Person to Person Charge

An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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3.5 Operator Assisted Calling, (Cont'd.)

3.5.4 Per Minute Usage Rates

Minimum Per Minute Usage Rate: \$0.90
Maximum Per Minute Usage Rate: *

3.5.5 Per Call Service Charges

	<u>LEC/Credit Card</u>		<u>LEC/Credit Card</u>	
	<u>Minimum</u>		<u>Maximum</u>	
Customer Dialed Calling Card Station				
Automated	\$1.80		*	
Operator Assisted	\$2.00		*	
Operator Must Assist	\$1.80		*	
Operator Dialed Calling Card Station	\$2.50		*	
Operator Station (& real time)	<u>Automated</u>		<u>Operator Assisted</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Collect	\$2.60	*	\$3.10	*
Billed to Third Party	\$2.75	*	\$3.25	*
Person to Person	\$4.75	*	\$4.75	*

* At no time will NCIC bill a rate higher than the current approved AT&T maximum rate.

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3.6 Miscellaneous Charges

3.6.1 Non-Subscriber Service Charge

A Service charge is applicable to intrastate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to any other applicable charges.

The Non-Subscriber Service Charge does not apply to Directory Assistance or for calls billed to lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

	Minimum	Maximum
Non-Subscriber Service Charge, Per Call:	\$1.25	\$2.50

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3.6 Miscellaneous Charges, (Cont'd.)

3.6.2 Location Fee

A fee may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

Location Fee per completed call:	Minimum	Maximum
New York Metropolitan Area	\$ 0.75	\$1.50
All Other Areas	\$ 0.65	\$1.25

3.6.3 Directory Assistance

Directory Assistance is available to Customers of NCIC service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance.

	Minimum	Maximum
Per Directory Assistance Call	\$1.50	\$4.00

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3.6 Miscellaneous Charges, (Cont'd.)

3.6.4 Bill Statement Fee

In order to partially offset increased expenses associated with billing operator assisted calls, 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 or are direct billed to Customer by the Company. 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 calls are billed via the Customer's local exchange carrier or by company invoice. This fee does not apply to services paid for by commercial credit card, check, money order or wire.

	Minimum	Maximum
Billing Cost Recovery Fee where applicable	\$1.50	\$6.00

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SECTION 4 – INSTITUTIONAL CALLING SERVICES

4.1 Institutional Collect Operator Service*

4.1.1 Description

The Company 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.

Institutional 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.

Use of the collect calling service is subject to the rules and regulations of the Commission and.

4.1.2 Institutional Collect Operator Service Rates and Charges

(A) Per Minute Usage Rate

	Minimum	Maximum
Per Minute Usage Rate	\$0.30	\$0.90

* Pursuant to FCC Docket 12-375, the revisions shown above are effective June 20, 2016 for Jails.

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SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)

4.2 Secure Collect

4.2.1 Description

Secure Collect provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

A Secure Collect account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number (s) associated with the account are processed real-time and posted to the account. 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. The Company does not engage in direct monetary transactions with the inmate. Accounts may be replenished; there are no deposit amount requirements.

Network usage is deducted from the Available Usage Balance in full minute increments on a real time basis as the call progresses. 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. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Secure Collect Account. 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.

Available Usage Balance in the Secure Collect Account is refundable upon request by the called party. Customers may choose to have their remaining balances refunded to a prepaid card that is available for use anywhere in the contiguous USA. Check or credit card refunds are available if request is within 180 days of the last customer initiated activity. After 180 days, refund requests of remaining balances will be transferred to a prepaid card and mailed to the customer. A Secure collect account is deactivated when no customer- initiated activity occurs within 180 days following the last customer-initiated transaction. The Available Usage Balance never expires and is available for usage until the balance on the account is zero.

Secure Collect Accounts are available for use 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.

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SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)

4.2 Prepaid Institutional Collect Service, (Cont'd.)*

4.2.2 Prepaid Institutional Collect Service Rates and Charges

(A) Per Minute Usage Rate

	Minimum	Maximum
Per Minute Usage Rate	\$0.30	\$0.90

4.3 Ancillary Service Charges

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

Automated payment fees \$3.00

4.3.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

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

Paper Bill/Statement Fees \$2.00

* Pursuant to FCC Docket 12-375, the revisions shown above are effective June 20, 2016 for Jails.