



**Cathey, Hutton & Associates, Inc.**  
Telecommunications Management Consulting

**ORIGINAL**

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September 13, 1999

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Value-Added Communications, Inc. - Tariff No. 2 canceling Tariff No. 1

Dear Sir or Madam:

Please find enclosed an original and four copies of Tariff No. 2 of Value-Added Communications, Inc. (VAC). Tariff No. 2 cancels and replaces Tariff No. 1, currently on file with the Commission. Tariff No. 2 includes three new services: VACNET (direct-dial long distance), Automated Usage - Inmate (automated inmate operator service) and COD collect (direct-dial inmate long distance). Tariff No. 2 also includes other changes from Tariff No. 1 throughout the tariff.

The new contact for VAC's ongoing operations is:

Kermit D. Heaton, Executive Vice President  
Value-Added Communications, Inc.  
1601 N. Collins Blvd.  
Richardson, TX 75080  
(972) 479-1919 [tel.]  
(972) 238-0022 [fax]

- AAA \_\_\_\_\_
- AAE \_\_\_\_\_
- CAF \_\_\_\_\_
- ONE  \_\_\_\_\_
- DIR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG  \_\_\_\_\_
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- PAI \_\_\_\_\_
- SEC  \_\_\_\_\_
- WAW \_\_\_\_\_
- OTH \_\_\_\_\_

Any questions regarding this filing should be directed to VAC's consultant:

Andrew Kang, Manager  
Cathey, Hutton & Associates, Inc.  
3721 Executive Center Dr., Suite 200  
Austin, TX 78731-1639  
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September 13, 1999

To confirm your receipt, please date-stamp the attached copy of this letter and return it in the self-addressed, postage paid envelope that I have provided. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Kang", with a stylized flourish at the end.

Andrew Kang, Esq.  
Authorized Representative  
Value-Added Communications, Inc.

AK/cmnp

Enclosures

cc: Mr. Kermit D. Heaton, Executive Vice President  
Value-Added Communications, Inc.

**RATES, RULES AND REGULATIONS FOR FURNISHING  
TELEPHONE SERVICE**

**BY**

**VALUE-ADDED COMMUNICATIONS, INC.**

This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of Intrastate Resold Telecommunications and Automated Operator Services between points within the state of Florida by Value-Added Communications, Inc., with principal offices at 1601 N. Collins Blvd., Richardson, Texas 75080.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
1601 N. Collins Blvd.  
Richardson, Texas 75080

CHECK SHEET

Pages 1 through 41, inclusive, of this tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original*	26	Original*
2	Original*	27	Original*
3	Original*	28	Original*
4	Original*	29	Original*
5	Original*	30	Original*
6	Original*	31	Original*
7	Original*	32	Original*
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9	Original*	34	Original*
10	Original*	35	Original*
11	Original*	36	Original*
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16	Original*	41	Original*
17	Original*		
18	Original*		
19	Original*		
20	Original*		
21	Original*		
22	Original*		
23	Original*		
24	Original*		
25	Original*		

\* Indicates a new or revised page

Issued: September 10, 1999

Effective:

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Issued: September 10, 1999

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**EXPLANATION OF SYMBOLS**

The following symbols identify changes on revised page(s):

- D** - Delete Or Discontinue
- I** - Change Resulting In An Increase to A Customer's Bill
- M** - Moved From Another Location
- N** - New
- R** - Change Resulting In A Reduction To A Customer's Bill
- T** - Change in Text Or Regulation But No Change In Rate Or Charge

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**TARIFF FORMAT**

- A. Page Numbering: Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page. These number are used to determine the most current page version on file. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. When a tariff filing is made, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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Issued: September 10, 1999

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale telecommunications services and automated operator services by Value-Added Communications, Inc. within the state of Florida.

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**SECTION 1 - DEFINITIONS**

**Authorization Code:** A numeric code, one or more of which are available to a customer to allow access to the carrier and which are used by the carrier to prevent unauthorized access and to identify the customer for billing purposes.

**Authorized User:** A person, firm, corporation or other entity authorized to use the Company's services.

**Auto-Collect Call:** A call billed to the called party without the intervention of a live operator.

**Automated Calling Card/Credit Card Call:** A call billed to an authorized telephone company-issued calling card or to a commercial credit card for which the end user dials all of the digits required to route and bill the call.

**Billing Cycle:** The Company enters into contractual arrangements with local exchange carriers, third-party billing agents, and commercial credit card companies to perform billing and collection services on behalf of the Company. The billing cycle for each call is determined by the existing billing arrangement between the end user and the billing entity.

**Called Station:** The terminating point of the call (i.e. the called number).

**Calling Station:** The originating point of the call (i.e. the calling number).

**Carrier:** Value-Added Communications, Inc., unless the context clearly indicates otherwise.

**Casual Calling Customer:** A customer who accesses the services of the Company through a host subscriber or by dialing the access code of the Company.

**Collect Billing:** A billing arrangement whereby the originating caller can bill the charges for a call to the called party, provided that the called party accepts the charges.

**Collect Call:** A call charged to the called party.

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Issued: September 10, 1999

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**SECTION 1 - DEFINITIONS (Continued)**

**Company:** Value-Added Communications, Inc., unless the context clearly indicates otherwise.

**Correctional Facility:** A facility for the confinement, detention, and/or rehabilitation of inmates from where inmates originate calls using the Company's services.

**Customer:** The person, firm, partnership, corporation or other entity that orders telecommunications service under the provisions and regulations of this tariff. The customer is responsible for the payment of charges for use of the Company's services and for compliance with the terms of the Company's tariff.

**Customer Dialed Call:** A call where the end user dials all of the digits necessary to route and bill the call. Service may be accessed through a "0+" dialing sequence.

**Day:** From 8:00 AM up to (but not including) 5:00 PM local time Monday through Friday.

**Direct Dialed Call:** A call requiring no operator assistance. A direct dialed call is completed and billed without the assistance of an automated or live operator. This includes calls forwarded by call forwarding equipment.

**End User:** The person, firm, corporation or other entity that uses the Company's services.

**Evening:** From 5:00 PM up to (but not including) 11:00 PM local time Sunday through Friday.

**Incomplete Call:** A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

**Inmate:** An end user in a correctional facility.

**LATA (Local Access and Transport Area):** A geographic area within which local telephone companies may offer telecommunications services (local or long distance).

**LEC:** Local Exchange Carrier

**Local Exchange Carrier:** A telephone company utility that provides local telecommunications services to a specific geographic area for business and residential customers.

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**SECTION 1 - DEFINITIONS (Continued)**

**Night/Weekend:** From 11:00 PM up to (but not including) 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to (but not including) 5:00 PM Sunday.

**Operator Service:** A telecommunications service that includes automated or live assistance to the end user in the billing or completion of a telephone call.

**Operator Station Call:** A service where an end user places a non-Person-to-Person call with operator assistance.

**Person-to-Person Call:** An operator assisted call where the caller specifies a particular person, department, extension, room number or office that the caller wishes to reach.

**Subscriber:** The person, firm, partnership, corporation, or other entity that owns the pay telephone, PBX, or other switch vehicle from which an end user places a call using the Company's services. A subscriber has a pre-existing business arrangement with the Company and may also be a customer or end user.

**Third Party Billing:** A billing arrangement by which a caller can bill the charges for a call to a phone number other than the calling number or the called number.

**Third Party Call:** A call charged to a phone number other than the calling station or the called station.

**Uncompleted Call:** A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

**VAC:** Value-Added Communications, Inc.

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

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company furnishes telecommunications services originating and terminating within the State. The Company installs, operates and maintains communication services according to the terms and conditions of this tariff. The Company may act as the customer's or subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's or subscriber's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements. Operator Services are provided through the terminal equipment of subscribers serving the transient public end users and to correctional facilities. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when required by conditions beyond its control, or when the customer, subscriber or end user uses service in violation of this tariff or in violation of law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.2 Limitations (Continued)**

- 2.2.4 The Company directly or indirectly controls all facilities provided under this tariff and neither the customer nor subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company does not process local emergency calls ("911" or "0-") calls. Such calls are routed directly to the serving local exchange carrier, except for operator services to correctional facilities. In the event that the Company processes an emergency call for any reason, no charges will apply if placed to a recognized, authorized civil authority.
- 2.2.7 Except in correctional facilities, when the Company cannot complete a call, the caller will be transferred to the underlying live operator service provider selected by the host location. All such transfers take place from the originating location.
- 2.2.8 Subject to applicable laws, the Company's services provided to inmates at correctional facilities may have special limitations. A correctional facility or state regulation may require restrictions including, but not limited to, collect-only calling, special payment arrangements, restricted calling privileges, call or number blocking, call duration limits, restriction of 3-way calling by the called party, and restricted access to alternate carriers.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.3 Use**

Customers may only use a service provided under this tariff in a manner consistent with the terms of this tariff and the laws of all governmental authorities having jurisdiction over the service. Services provided under this tariff shall not be used for unlawful purposes.

**2.4 Liability of the Company**

2.4.1 Except as specified in this tariff, the Company shall have no liability for damages of any kind arising out of or related to services, events, acts, rights, or privileges related to this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.

2.4.2 In no event will the Company be responsible for any indirect, consequential, incidental, or special damages.

2.4.3 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall not exceed an amount equal to the proportionate charge to the customer for the period during which the faults in transmission occur.

2.4.4 The Company shall not be liable for any mistakes, interruptions, omissions, delays, errors, or defects in any service, facility or transmission caused by any person or entity other than the Company.

2.4.5 The Company shall not be liable for any act or omission of any other carrier furnishing any part of the service provided under this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.4 Liability of the Company (Continued)**

- 2.4.6 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.7 The Company shall not be liable for any defacement or damage to the premises of a customer or subscriber that is not the direct result of the Company's negligence.
- 2.4.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to: fire, floods, and other catastrophes; acts of God; atmospheric conditions and other natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; labor problems; third party acts and omissions (including failure of performance of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors); and other causes beyond its reasonable control, including failures and fluctuations in equipment.
- 2.4.9 The customer or subscriber shall indemnify and hold the Company harmless against:
- A. Claims for defamation, invasion of privacy, and infringement of intellectual property arising out of the material, data, information or other content transmitted over the Company's services or facilities;
  - B. Patent infringement claims arising from combining or connecting Company furnished facilities with apparatus and systems of the customer or subscriber; and
  - C. All other claims arising out of any act or omission of the customer or subscriber in connection with any service provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.4 Liability of the Company (Continued)**

- 2.4.10 The customer or subscriber shall indemnify and hold the Company harmless from all losses, claims, demands, suits and other actions, and any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Company's equipment or facilities.
- 2.4.11 EXCEPT AS SPECIFIED IN THIS TARIFF, THE COMPANY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**2.5 Deposits and Credit Limits**

- 2.5.1 The Company does not require a deposit.
- 2.5.2 The Company reserves the right to establish credit limits for services to any billing telephone number. The Company may also offer pre-set credit limits to customers who wish to control call charges billed to their telephone numbers. Limits will be set according to the Company's current guidelines and may be increased or decreased at the Company's discretion.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.6 Taxes**

The customer is responsible for payment of all applicable federal, state, and local taxes, charges, and assessments. All taxes, charges, and assessments (e.g., gross receipts tax, sales tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the quoted rates.

**2.7 Installation**

Service is installed upon mutual agreement between the subscriber or customer and the Company. A service agreement does not alter the rates specified in this tariff.

**2.8 Payment for Service**

2.8.1 The customer is responsible for payment of all charges for services furnished by the Company to the customer or to an authorized user. The Company will arrange to bill calls in accordance with the credit card, collect call, or calling card instructions of the caller, via the designated commercial credit card clearing center or the applicable telephone company or billing clearinghouse with whom the Company has a billing agreement. All charges due from the customer are payable to the Company or to any agency duly authorized to receive such payments.

2.8.2 The customer shall be responsible for payment of all calls or services:

- A. originating from the customer's number;
- B. accepted at the customer's number (e.g., collect calls);
- C. billed to the customer's number through: third party billing (if the customer is found to be responsible for such call or service), a calling card, or a Company-assigned authorization code; or
- D. incurred at the specific request of the customer.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.8 Payment for Service (Continued)**

- 2.8.3 The customer must promptly report any objections to charges billed to the Company or the Company's billing agent. The Company will adjust a customer's bill to the extent that circumstances reasonably indicate that such changes are appropriate. The customer must present any disputed amounts or claims within thirty (30) days from the date of the invoice. The customer may not withhold undisputed amounts.
- 2.8.4 If a customer wishes to bill a call to an account for which the Company has no billing arrangement, the Company's equipment will direct the call to the local exchange carrier or the presubscribed interexchange carrier. For all such calls, no Company charges will apply and the subscriber will not receive a commission. This section does not apply to inmate services.
- 2.8.5 Bills are due and payable upon receipt. Interest at the lesser of one and one-half percent (1.5%) per month, or the highest rate allowed by law per month may accrue on any unpaid amount starting 30 days after the invoice date.
- 2.8.6 An account becomes past due if the customer fails to pay within fifteen (15) days after the invoice date.
- 2.8.7 A past due account may subject the customer's service to suspension or termination.
- 2.8.8 Failure to receive a bill will not exempt a customer from prompt payment of any sums due.
- 2.8.9 The Company may assess a returned check charge up to the greater of \$20.00 or 5% for dishonored checks.

**2.9 Cancellation of Service**

The subscriber may cancel service by providing thirty (30) days written notice to the Company.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.10 Termination or Suspension of Service**

The Company may terminate or withhold any service (whether provided at hotels/motels, correctional facilities, or elsewhere) for any of the following reasons after fifteen (15) days written notice, unless otherwise stated:

- A. Failure to timely pay any charges applicable under this tariff.
- B. Violation of any provision of this tariff.
- C. Without notice for violation of any law, rule, regulation or policy of a government authority having jurisdiction over the service.
- D. Without notice for an order or decision of a court, regulatory agency, or other government authority prohibiting the Company from providing service.
- E. Improper use of the Company's services, or use that unreasonably interferes with Company's equipment or service to other customers.
- F. Without notice for dangerous conditions that may cause harm to persons or damage to property.
- G. Without notice for illegal use, unauthorized use, fraudulent use or theft of service. If the Company discontinues service because of such use, the Company may require the subscriber to make, at the subscriber's expense, any changes in equipment or facilities necessary to eliminate such unauthorized use. The Company may also require the subscriber to pay the estimated revenue lost from such unauthorized use.
- H. Failure to provide reasonable access to the Company or its agents for inspection and maintenance of equipment owned by the Company or its agents.
- I. Use of the Company's service for any purpose other than that described in the application.
- J. Without notice in the event of tampering with equipment or services owned or managed by the Company or its agents.
- K. Inactivity for over sixty (60) days.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.11 Restoration of Service**

The subscriber or customer may be required to re-apply for service and/or pay any outstanding charges before the Company restores service for a subscriber or customer disconnected under the "Termination or Suspension of Service" section.

**2.12 Refusal of Service and Blocking**

The Company may refuse to process a call for the following reasons:

- A. Authorization for a calling card or credit card cannot be validated for a call charged to a calling card or credit card.
- B. The party to be billed does not accept the charges for a collect or third party call.
- C. To prevent fraudulent or other unlawful use of its services.

The Company may block traffic to and from certain countries, cities, NXX's, or block calls that use certain authorization codes or calling card accounts when the Company deems it necessary to prevent fraud or other unlawful use of its services.

Without notice and whenever necessary, at the request of an administrator of a correctional facility or any law enforcement agency, the Company may block service from or to a particular telephone number.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.13 Interruption of Service**

The Company will credit a customer account for service interruptions that are not due to the Company's testing or adjusting, the customer's or subscriber's negligence or willful acts, or to the failure of customer or subscriber provided facilities or equipment. The customer shall promptly notify the Company of the interruption of service for which the customer requests a credit. Before requesting a credit, the customer shall verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. An interruption caused by automatic dialing equipment does not constitute an interruption of service for the purposes of this section.

**2.14 Inspection, Testing, Maintenance and Repair**

Upon reasonable notice, the customer/subscriber shall provide access to the customer's/subscriber's premises for inspection, testing, maintenance, or repair of Company provided equipment or facilities. Without incurring liability, the Company may interrupt service at any time for inspection, testing, maintenance, or repair. When possible, the Company will notify customers/subscribers of the cause and expected duration of the interruption at least twenty-four (24) hours in advance. The Company will not grant any allowances for interruptions for inspection, testing, maintenance, or repair, unless the interruption lasts at least twenty-four (24) consecutive hours.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Operator Services for Casual Callers**

- 2.15.1 The Company will identify itself to the end user at the time the end user accesses the Company's services.
- 2.15.2 Upon request, the Company will quote rates and charges for its services to the end user at no charge.
- 2.15.3 When the Company provides its automated operator assisted calling to the public or transient end users, the subscriber shall post a notice of consumer information in plain view at each telephone that automatically accesses the Company's network. Failure to post the following notice may result in service termination or suspension. In addition to any other state and federal requirements, the notice will include the following information:
- A. the Company's name, address, toll-free telephone number and the amount of any applicable surcharges;
  - B. notice that the end user can use other carriers by dialing their access codes;
  - C. a statement that the Company will quote rates upon request at no charge.
- 2.15.4 A subscriber may not restrict an end user's access to competing interexchange telephone carriers or restrict an end user's access to competing providers of intrastate operator assisted communications services. Any entity that engages in such action or arrangement will be considered in violation of this tariff and any applicable contract. This section does not apply to inmate services.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.16 Responsibilities of Customers and Subscribers**

- 2.16.1 The customer or subscriber is responsible for taking all necessary actions, for interconnecting the customer or subscriber provided equipment or systems with the Company's facilities or services. The customer or subscriber shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.16.2 The customer or subscriber shall ensure that the equipment and/or system properly *interfaces with the Company's facilities or services; that the signals emitted into the network are of the proper mode, bandwidth, power and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers.* If the FCC or other appropriate certifying body certifies equipment as being acceptable for direct connection with telecommunications service, the Company may allow connection of such equipment to its services without the use of protective interface devices.
- 2.16.3 If the customer or subscriber fails to maintain the equipment and/or system properly, resulting in potential harm to the Company's equipment, personnel, or quality of service to other customers, the Company may take any immediate action necessary to protect its facilities, personnel, and quality of service. The Company will promptly notify the customer or subscriber of the need for protective action (this may include requiring the use of protective equipment at the customer's subscriber's expense). If this fails to produce satisfactory quality and safety, the Company may, upon written notice, take any additional action necessary to protect its facilities and personnel, including termination of the customer's or subscriber's service.
- 2.16.4 The customer or subscriber shall be responsible for securing its telephone equipment against fraudulent use of the Company's service. The customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the customer's accounts, even if those calls originated by fraudulent means from the customer's or subscriber's premises or remote locations. In addition, the customer shall be responsible for all calls charged by fraudulent means to the customer's account.

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Issued: September 10, 1999

Effective:

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.16 Responsibilities of Customers and Subscribers (Continued)**

2.16.5 The customer shall indemnify and hold the Company harmless against claims of libel, slander, and infringement of copyrights, trademarks, trade names, and service marks, arising from any transmission over the facility; against all claims for infringement of patents arising from the combination or use of the Company's service with the customer's equipment or system; and against all other claims arising out of any act or omission of the customer in connection with the Company's service.

2.16.6 The customer or subscriber shall be liable for:

- A. Loss or damage of Company equipment or facilities at the customer's or subscriber's premises due to theft, fire, flood, or any other casualty or criminal act.
- B. Reimbursing the Company for damages to facilities and equipment caused by the negligent or willful acts of the subscriber or customer or its authorized users, employees, agents, or contractors.
- C. Charges incurred with other companies for service at the customer's or subscriber's premises or on the customer's or subscriber's equipment.
- D. Payment of Company charges for calls or service originated at the customer's number; accepted at the customer's number (i.e., collect calls); or placed through the customer's calling card or authorization number.

2.16.7 The customer or subscriber shall provide access to its premises for any installation, repair, maintenance, inspection, testing, or removal of equipment associated with the Company's service.

2.16.8 The customer shall ensure that authorized users comply with the provisions of this tariff.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.17 Responsibilities of Authorized Users**

- 2.17.1 The authorized user is responsible for compliance with all applicable regulations in this tariff.
- 2.17.2 The authorized user is responsible for establishing his/her identity as often as necessary during the course of a call.
- 2.17.3 The authorized user is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.17.4 The authorized user is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of authorized users through credit card, called number, third party telephone number and room number verification procedures. If the Company cannot validate a requested billing method, the Company may require the user to provide an acceptable alternate billing method or the Company may refuse to place the call.

**2.18 Right to Backbill for Improper Use**

Any person or entity which uses or appropriates the Company's services, whether directly or indirectly, in any unlawful manner or by providing misleading or false information to the Company shall be liable for an amount equal to the charges that would have applied to a customer's actual use of services.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

The Company offers direct dialed and automated operator assisted services to entities serving the transient public and to correctional facilities. Calls requiring live operator intervention, such as person-to-person, are routed to the underlying operator service provider selected by the host location and are not processed by the Company.

**3.2 Timing of Calls**

- 3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below and ends when either the calling party or the called party hangs up. Calls are billed in full minute increments unless otherwise specified.

Auto-Collect Calls - Timing begins when the called party accepts responsibility for payment.

Auto-Person-to-Person - Timing begins when the calling party is connected to the designated called party or to an agreed alternate.

All Other Calls - Timing begins when the called station answers.

- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3 No billing applies to incomplete or unanswered calls.
- 3.2.4 When a call begins in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.3 Calculation of Distance**

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

The area codes and exchanges of the origination and destination points determine the service wire centers of a call.

Industry standard vertical ("V") and horizontal ("H") coordinates determine the distance between the wire center of the customer and that of the destination point:

Step 1: Obtain the V and H coordinates for the wire centers serving the customer and the destination point.

Step 2: Obtain the difference between the V coordinate of each wire center. 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 the H difference obtained in Step 3.

Step 5: Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains 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 a fraction remains.

Formula:

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

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.4 Time of Day Rate Periods**

The day, evening or night/weekend rates apply based on the time of day and the day of the week as listed in the following chart:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8:00 a.m. to 5:00 p.m.*	Day Rate Period						
5:00 p.m. to 11:00 p.m.*	Evening Rate Period						Eve
11:00 p.m. to 8:00 a.m.*	Night/Weekend Rate Period						

\* up to, but not including

**3.5 Holidays**

For the following holidays the Evening Rate Period rates apply, unless a lower rate would normally apply:

New Year's Day\*\*, Labor Day, Martin Luther King Day\*, Columbus Day\*, Presidents' Day\*, Veterans' Day\*\*, Memorial Day\*, Thanksgiving Day, Independence Day\*\*, Christmas Day\*\*

\* As federally observed.

\*\* When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday.

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.6 Service Offerings****3.6.1 VACNET**

VACNET is a direct dialed service offered to customers for the transmission of voice or data communications.

**3.6.2 VAC Operator Service**

VAC Operator Service is offered to transient end users through host subscribers. Calls may be billed to telephone company-issued calling cards, collect to the called party, to a third party, or to commercial credit cards.

**A. Classes of Calls**

Customer Dialed Automated Calling/Credit Card calls are placed by an end user who dials all of the digits required to route and bill the long distance call. Charges for each call are billed to either a valid telephone company issued calling card or to an authorized commercial credit card.

Auto-Collect calls are placed by an end user who dials all of the digits required to route the call and who follows the VAC system prompts, enabling the called party to accept the charges for the call.

Automated Person-to-Person calls are placed by an end user who dials all of the digits required to route the call and who follows the VAC system prompts, enabling the caller to designate an individual, department, or station with whom he/she wishes to speak.

Third Party calls are placed by an end user who dials all of the digits required to route the call and who follows the VAC system prompts, enabling a third party to accept the charges for the call.

**B. Automated Operator Service Charge**

Each class of call described above incurs a per-call automated operator service charge in addition to per-minute usage charges.

Automated operator service charges are not discounted for time-of-day or usage volume.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.6 Service Offerings (Continued)****3.6.3 VAC Inmate Calling Service**

This specialized calling service is available when the correctional facility contracts for VAC Inmate Calling Service on behalf of the inmates. Special restrictions and limitations may apply to calls made by inmates, including restriction to collect-calls only. InterLATA, intraLATA and local calling are available, as specified by the correctional facility subscriber.

**3.6.3.A Collect Call Assurance Program**

The Company reserves the right to collect an advance payment equal to one (1) month of estimated collect calling service. If a calling history has not been established, the advance payment will be at least \$50.00, but will not exceed \$1,000.00. Payment must be made in U.S. dollars in the form of a cashier's check or money order.

The Company may limit charges to Customers who routinely accept collect calls from end users at correctional facilities at the advance payment level. During any billing cycle in which the customer is within 10% of the limit (the advance payment amount), the Company will offer the customer the choice of refusing service upon reaching the limit or increasing the advance payment. This allows the Company's collect customers to control the amount spent on collect calls from inmates while allowing the Company to offer service to customers whose credit worthiness would otherwise preclude continued service.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.6 Service Offerings (Continued)**

**3.6.3 VAC Inmate Calling Service (Continued)**

**3.6.3.B COD Collect**

The Company offers COD Collect to inmates and to customers who accept inmate calls from certain correctional facilities served by the Company. COD Collect allows the inmate or collect call customer to establish a commissary account at the correctional facility for payment of call charges to the Company. The inmate or the collect call customer establishes the amount of the commissary account. The Company submits call charges to the administrator of the commissary account. The administrator is responsible for remitting payment to the Company according to the terms of the contract with the correctional facility. Where state law requires, the availability of a commissary account may be limited to collect call customers only. Commissary accounts are only available at those institutions served by the Company that have made the appropriate contractual and operational arrangements for such service. Calls billed to a commissary account are not billed on the customer's local telephone bill.

Commissary accounts may, at the Company's election, be offered for prepaid direct dialed calling services, at those institutions served by the Company which have made the appropriate contractual and operational arrangements for such services.

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Issued: September 10, 1999

Effective:

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## SECTION 4 - RATES

### 4.1 General

Each customer is charged individually for each call placed through the Company. All charges are expressed in Dollars unless otherwise specified.

The charges for the Company's services are determined by:

- Distance between stations,
- Time of day and day of week,
- Duration of the call,
- Class of call, and
- Jurisdictional nature of the call (intraLATA or interLATA).

Customers are billed based on their use of the Company's service. No installation charges or fixed monthly recurring charges apply.

### 4.2 Automated Operator Service Charges

All automated operator calls are subject to operator service charges. These charges apply on a per call basis and will be included with usage charges on a customer's monthly invoice of charges.

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Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.3 VACNET**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>
1-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>
1-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125+	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.4 VAC Operator Service**

**4.4.1 Customer Dialed Automated Calling/Credit Card**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125+	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.4 VAC Operator Service (Continued)**

**4.4.2 Auto-Collect Service**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125+	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.4 VAC Operator Service (Continued)**

**4.4.3 Automated Person-to-Person**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125+	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.4 VAC Operator Service (Continued)**

**4.4.4 Third Party**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>	<u>Initial Period</u>	<u>Additional Period</u>
1-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125+	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.4 VAC Operator Service (Continued)**

**4.4.5 Automated Operator Service Charges**

**InterLATA**

	<u>Per Call Charge</u>
Calling/Credit Card	1.00
Operator Station/Collect	1.75
Operator Station/Third Party	1.75
Person-to-Person	3.25

**IntraLATA**

	<u>Per Call Charge</u>
Calling/Credit Card	1.00
Operator Station/Collect	1.00
Operator Station/Third Party	1.00
Person-to-Person	2.50

**Local**

	<u>Per Call Charge</u>
Calling/Credit Card	1.00
Operator Station/Collect	1.75
Operator Station/Third Party	1.75
Person-to-Person	3.25

Issued: September 10, 1999

Effective:

Issued by: Kermit D. Heaton, Executive Vice President  
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**SECTION 4 - RATES (Continued)**

**4.5 VAC Inmate Calling Service**

**4.5.1 Automated Usage – Inmate**

**InterLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>
All	0.2800	0.2800	0.2800	0.2800	0.2800	0.2800

**IntraLATA**

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>
All	0.2600	0.2600	0.2600	0.2600	0.2600	0.2600

Issued: September 10, 1999

Effective:

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**SECTION 4 - RATES (Continued)**

**4.5 VAC Inmate Calling Service (Continued)**

**4.5.2 Automated Operator Service Charges**

**InterLATA**

	Per Call Charge
Calling/Credit Card	2.25
Operator Station/Collect	2.25
Operator Station/Third Party	2.25
Person-to-Person	2.25

**IntraLATA**

	Per Call Charge
Calling/Credit Card	1.10
Operator Station/Collect	1.10
Operator Station/Third Party	1.10
Person-to-Person	1.10

**Local**

	Per Call Charge
Calling/Credit Card	1.75
Operator Station/Collect	1.75
Operator Station/Third Party	1.75
Person-to-Person	1.75

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**SECTION 4 - RATES (Continued)**

**4.5 VAC Inmate Calling Service (Continued)**

**4.5.3 COD Collect**

<u>Type of Call</u>	<u>Rate per Minute</u>
Local	0.04
IntraLATA	0.15
InterLATA	0.15

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**SECTION 4 - RATES (Continued)**

**4.6 Special Rates for the Handicapped**

Upon request, the Company will credit charges for certain intrastate toll calls as outlined below.

**4.6.1 Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.6.2 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call. However, if either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. These discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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