

*Network Communications International Corp. dba NCIC Inmate Communications Idaho Price List No.4 replaces in its entirety Network Communications International Corp. Idaho Tariff No. 3*

**NETWORK COMMUNICATIONS INTERNATIONAL CORP.**  
dba NCIC Inmate Communications

**TELECOMMUNICATIONS PRICE LIST**

Network Communications International Corp.  
Toll-free Telephone Number: (888) 230-4523

This Price List contains the rates, terms and conditions applicable to the IntraLATA and InterLATA Resale Telecommunications Services provided by Network Communications International Corp. dba NCIC Inmate Communications within the State of Idaho.

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Issued: June 29, 2017

Effective: July 10, 2017

Issued by: Mr. William L. Pope - President  
607 East Whaley Street  
Longview, Texas 75601

**Idaho Public Utilities Commission**  
**Office of the Secretary**  
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**Boise, Idaho**

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**CHECK SHEET**

Pages of this Price List, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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## SECTION 1 - TERMS AND ABBREVIATIONS

**Access Line** - Access to NCIC's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 ad 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Aggregator** - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**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.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - a person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**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.

**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.)**

**Company** - The term Company refers to NCIC.

**Correctional or Confinement Institutions** - Used throughout this price list 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 or End User** - The person, firm, Corp. or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's price list.

**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.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

**NCIC** - Used throughout this price list to refer to Network Communications International Corp. dba NCIC Inmate Communications

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

**Presubscribed Provider of Operator Services** - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

**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.

**Provider of Operator Services** - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Idaho Public Service Commission to be providing operator services.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**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 price list 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.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of NCIC

NCIC offers operator assisted services to transient end users for traffic originating and terminating within the State of Idaho. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. The Company's services and facilities are available twenty-four hours per day, seven days per week.

The Company's services and facilities are also furnished for communications originating at correctional or confinement institutions within the state.

### 2.2 Limitations

**2.2.1** 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.

**2.2.2** NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.3** 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.

**2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

**2.2.5** [Reserved for Future Use]

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

**2.3 Use**

Services provided under this price list may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of Company**

The following tariff language does not constitute a determination by the Commission that a limit of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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

**2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** NCIC shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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

**2.4 Liabilities of Company, (Cont'd.)**

**2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

**2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

**2.5 Deposits**

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

**2.6 Advance Payments**

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

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

**2.8 Payment for Service**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by NCIC or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, NCIC will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to NCIC for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.

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

**2.8 Payment for Service, (Cont'd.)**

**2.8.2 Payment for Service, (cont'd.)**

- (D) [Reserved for Future Use]
  
- (E) Any applicable federal, state or local taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
  
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
  
- (G) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
  
- (H) NCIC will not knowingly bill for unanswered calls. In the event that an unanswered call is inadvertently billed, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
  
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

**2.8 Payment for Service, (Cont'd.)**

**2.8.3 Disputed Charges**

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

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

If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Idaho Public Utilities Commission  
472 West Washington  
Statehouse  
Boise, ID 83720-0074  
Telephone: 208-334-0300

**2.8.4 Validation of Credit**

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

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

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

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of NCIC are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact NCIC directly. If there is still a disagreement about the disputed amount after investigation and review by NCIC or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Idaho Public Utilities Commission.

**2.12 [Reserved for Future Use]**

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.13.1 [Reserved for Future Use]**

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

**2.13 Denial of Access to Service by the Company, (Cont'd.)**

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service.

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is blocked by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.16 [Reserved for Future Use]**

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

**2.17 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.17.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users:

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- (D) Any other information required by state or federal regulatory agencies or law.

**2.17.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.17.3** NCIC shall withhold service (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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

**2.18 Responsibilities of the Subscriber or Customer**

- 2.18.1** The Subscriber or Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber or Customer is also responsible for the payment of charges for calls originated at the Subscriber's or Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.18.2** The Subscriber or Customer is responsible for charges incurred for special construction and/or special facilities that the Subscriber or Customer requests and which are ordered by NCIC on the Subscriber's or Customer's behalf.
- 2.18.3** If required for the provision of NCIC's Services, the Subscriber or Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.
- 2.18.4** The Subscriber or Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's Services.

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

**2.18 Responsibilities of the Subscriber or Customer, (Cont'd.)**

- 2.18.5** The Subscriber or Customer shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.18.6** If the Subscriber or Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service to other Subscribers or Customers, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's or Customer's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the Subscriber's or Customer's service.
- 2.18.7** The Subscriber or Customer must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber or Customer, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber or Customer, Authorized Users, or others.
- 2.18.8** The Subscriber or Customer must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's or Customer's premises.

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

**2.19 Responsibilities of Authorized Users**

- 2.19.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.19.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.19.3** The Authorized User is responsible for providing NCIC with a valid method of billing for each call. NCIC reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NCIC may refuse to place the call.

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

**2.20 Customer Liability for Unauthorized Use of the Network**

**2.20.1 Unauthorized Use of the Network**

- (A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
- (1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - (2) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - (3) Toll free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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

**2.20 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.20.2 Liability for Unauthorized Use**

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll-free service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- (C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service.
- (D) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the network.

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

**2.20 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.20.3 [Reserved for Future Use]**

**2.20.4 Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

**2.21 Call Restrictions at Correctional or Confinement Institutions**

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

**2.22 Contracts**

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, or other customized features.

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### SECTION 3 – OPERATOR ASSISTED SERVICES

#### 3.1 General

NCIC's Operator Assisted Service is provided for use by transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Idaho Public Service Commission and the Federal Communications Commission.

#### 3.2 Determination of Call Duration and Timing of Calls

**3.2.1** Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

**3.2.2** Chargeable time ends when the connection is terminated.

**3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.

**3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.

**3.2.5** The Company will not 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.

#### 3.3 Time of Day Rate Periods

Rates for service are not time-of-day sensitive

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

**3.4 Operator Services**

**3.4.1 [Reserved for Future Use]**

**3.4.2 [Reserved for Future Use]**

**3.4.3 Description of Charges**

For operator service calls, one of the following per-call service charges applies:

**(A) 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.

**(B) 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.

**(C) 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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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.4 Operator Services, (Cont'd.)**

**3.4.4 Per Minute Rates**

All operator service calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Rate Per Minute	\$1.15
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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.4 Operator Services, (Cont'd.)**

**3.4.5 Per Call Service Charges**

	<b>Per Call Charges</b>		
<b>Customer Dialed Calling Card Station</b>			
Automated	\$4.99		
Operator Assisted	\$5.50		
Operator Must Assist	\$4.99		
Operator Dialed Calling Card Station	\$5.50		
<b>Operator Station</b>	<b>Automated</b>	<b>Operator Assisted</b>	
Collect	\$5.99	\$7.50	
Billed to Third Party	\$5.99	\$9.99	
Person to Person		\$12.50	

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

**3.4 Operator Services, (Cont'd.)**

**3.4.6 [Reserved For Future Use]**

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.5 Miscellaneous Rates and Charges**

**3.5.1 Non-Subscriber Service Charge**

A Service charge is applicable to interstate 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 the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

Non-Subscriber Service Charge per call: \$3.50

**3.5.2 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.

Maximum Location Fee: \$5.00 per completed call

**3.5.3 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. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$2.75

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.5 Miscellaneous Rates and Charges, (Cont'd.)**

**3.5.4 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.

Bill Statement Fee, per month where applicable \$2.95

**3.5.5 Regulatory Assessment Fee**

This fee is applied to recover expenses the Company incurs with regard to state compliance activities. It is billed once per month in any month in which operator assisted calls are billed via the Customer's local exchange carrier. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Assessment Fee, per month where applicable \$1.99

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## SECTION 4 – INSTITUTIONAL CALLING SERVICES

### 4.0 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place operator assisted calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance.

A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided at correctional facilities, the following special conditions apply:

- (A) Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- (B) At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- (C) At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- (D) At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- (E) Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- (F) At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- (G) At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- (H) At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- (I) Calls terminating to wireless numbers will be rated at the applicable intraLATA toll rate.

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

### 4.1 Institutional Automated Collect Operator Service

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 via the called party's serving local exchange carrier. The Called Party must actively accept charges for the call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated.

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

### 4.2 Secure Collect

#### 4.2.1 General

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; the minimum initial deposit or replenishment amount may vary per facility standard.

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

**4.2 Secure Collect, (Cont'd)**

**4.2.1 General, (Cont'd)**

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 continuous 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.)**

**4.3 Institutional Prepaid Debit Service**

**4.3.1 Description**

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account following completion of the call and after it is rated.

Refunds of remaining balances in a Debit Card or Debit Account are refundable upon request, typically after release of the inmate from the Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

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

**4.4 Miscellaneous Charges**

**4.4.1 Ancillary Service Charges – Maximum\***

- A. 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

- B. 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

- C. 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

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

**4.5 Institutional Collect Operator Rates and Charges**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes

**4.5.1 Rate and Charges**

(A) **Per Minute Usage Rate**  
Rate Per Minute: \$0.30

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

**4.6 Secure Collect Rates and Charges**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes.

**4.6.1 Rate and Charges**

(A) **Per Minute Usage Rate**  
Rate Per Minute: \$0.30

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

**4.7 Institutional Prepaid Debit Service Rates and Charges**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes.

**4.7.1 Rate and Charges**

**(A) Plan A**

**Per Minute Usage Rate**

Rate Per Minute: \$0.30

**(B) Plan B**

Rates for service include all taxes and fees.

**1.** Rate per Minute: \$0.30