

**Lance J.M. Steinhart, P.C.**  
Attorney At Law  
1720 Windward Concourse  
Suite 250  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

July 18, 2006

**VIA OVERNIGHT DELIVERY**

Florida Public Service Commission  
Division of Competitive Markets and Enforcement  
2540 Shumard Oak Blvd.  
Gunter Bldg.  
Tallahassee, Florida 32399-0850  
(850) 413-6770

060548-TL

Re: OCS Communications, Inc.

To Whom It May Concern:

Enclosed please find for filing an original and three (3) copies of OCS Communications, Inc.'s Application Form for Authority to Provide Pay Telephone Service within the State of Florida, including a proposed tariff.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope. If you have any questions regarding this matter, please do not hesitate to call me. Thank you for your attention to this matter.

Respectfully submitted,

Lance J.M. Steinhart, Esq.  
Attorney for OCS Communications, Inc.

*Original Tariff forwarded  
Enclosures to CMP.  
cc: Richard Owen*

DOCUMENT NUMBER - DATE

07183 AUG 10 08

FPSC-COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION**  
**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE PAY TELEPHONE SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and two (2) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission**  
**Division of the Commission Clerk and Administrative Services**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

- E. A filing fee of **\$250.00** is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.512, F.A.C.).
- F. If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Competitive Markets and Enforcement**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6600**

1. This is an application for (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate authority rather than apply for a new certificate.

**Approval of Assignment of existing Certificate:** Example, a certificated company purchases an existing company and desires to retain the existing certificate of authority and tariff.

**Approval for transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company: OCS Communications, Inc.

3. Name under which applicant will do business (fictitious name, etc.):

4. Official mailing address:

Street/Post Office Box: 1969 S. Alafaya Trail #102  
City: Orlando  
State: Florida  
Zip: 32828

5. Florida address:

Street/Post Office Box: 1969 S. Alafaya Trail #102  
City: Orlando  
State: Florida  
Zip: 32828

6. Structure of organization:

Individual  
 Foreign Corporation  
 General Partnership  
 Other,

Corporation  
 Foreign Partnership  
 Limited Partnership

7. **If individual**, provide:

Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: **P06000040876**

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:

10. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is:

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:

14. Provide **F.E.I. Number**(if applicable): 02-0771794

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Richard Owen  
Title: President  
Street name & number: 1969 S. Alafaya Trail #102  
Post office box:  
City: Orlando  
State: Florida  
Zip: 32828  
Telephone No.: (321) 276-6250  
Fax No.: (407) 249-5910  
E-Mail Address: richard@rfowen.com  
Website Address: N/A

(b) Official point of contact for the ongoing operations of the company:

Name: Richard Owen  
Title: President  
Street name & number: 1969 S. Alafaya Trail #102  
Post office box:  
City: Orlando  
State: Florida  
Zip: 32828  
Telephone No.: (321) 276-6250  
Fax No.: (407) 249-5910  
E-Mail Address: richard@rfowen.com  
Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: Richard Owen  
Title: President  
Street name & number: 1969 S. Alafaya Trail #102  
Post office box:  
City: Orlando  
State: Florida  
Zip: 32828  
Telephone No.: (888) 896-6936  
Fax No.: (407) 249-5910  
E-Mail Address: richard@rfowen.com  
Website Address: N/A

16. List the states in which the applicant:

(a) has operated as a Pay Telephone Service provider.

None

(b) has applications pending to be certificated as a Pay Telephone Service provider.

None

(c) is certificated to operate as a Pay Telephone Service provider.

None

(d) has been denied authority to operate as a Pay Telephone Service provider and the circumstances involved.

None

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. Explain circumstances.

None

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

17. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

No.

(b) granted or denied a pay telephone certificate in the State of Florida (this includes active and canceled pay telephone certificates). If yes, provide explanation and list the certificate holder and certificate number.

No.

(c) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

**RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of pay telephone service (PATS) in Florida.

**APPLICANT ACKNOWLEDGEMENT:** By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative access vendor service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "**Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083.**"

Company Owner or Officer

Print Name: Richard Owen  
Title: President  
Telephone No.: 321-276-6250  
E-Mail Address:

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5-15-06



OCS Communications, Inc.

**RESALE INTEREXCHANGE TELECOMMUNICATIONS  
SERVICE TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by OCS Communications, Inc. ("OCS") within the State of Florida. This tariff is on file with the Florida Public Service Commission.

This tariff is available for public inspection during normal business hours at the main office of OCS, located at 1969 S. Alafaya Trail #102, Orlando, Florida 32828.

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Issued: August 9, 2006

Effective:

Issued By:

Richard Owen, President  
1969 S. Alafaya Trail #102  
Orlando, FL 32828

**CHECK SHEET**

Pages of this tariff, 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.

PAGE	REVISION	*	PAGE	REVISION	*
		*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*	31	Original	*
6	Original	*	32	Original	*
7	Original	*	33	Original	*
8	Original	*	33	Original	*
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - indicates those pages included with this filing.

Issued: August 9, 2006

Effective:

Issued By:

Richard Owen, President  
1969 S. Alafaya Trail #102  
Orlando, FL 32828

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Issued: August 9, 2006

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1969 S. Alafaya Trail #102  
Orlando, FL 32828

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by OCS Communications, Inc. for use by inmates in correctional institutions within the State of Florida subject to the jurisdiction of the Florida Public Service Commission.

**SERVICE AREA MAP**

OCS Communications, Inc. will provide intrastate resale common carrier communications and automated operator services throughout the State of Florida.

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### EXPLANATION OF SYMBOLS

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

- (D) - Deleted or discontinued
- (I) - Changes resulting in an increase to a Customer Bill
- (M) - Moved from another tariff location
- (N) - New
- (R) - Change resulting in a reduction to a Customer Bill
- (T) - Change in text or regulation but no change to rate or charge

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### TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets 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. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Automated Collect Calls** - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - The Florida Public Service Commission.

**Company** - Used throughout this tariff to refer to OCS Communications, Inc. , unless otherwise clearly indicated by the context.

**Correctional Institutions** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of correctional Institutions, the called party is the Customer and is responsible for payment of charges.

**OCS** - Used throughout this tariff to mean OCS Communications, Inc.

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

**Inmate(s)** - The jailed population of correctional institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

**Institution** - Used throughout this tariff to refer to correctional institutions.

**Institutional Telephone** - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

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

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**FL PSC** - Florida Public Service Commission.

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## SECTION 2 - RULES AND REGULATIONS

### Undertaking of OCS Communications, Inc.

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

OCS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. OCS may act as the Correctional Institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Institution, to allow connection of an Institution's location to the OCS services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

### Limitations

- 2.2.1 OCS provides calling services to inmates of confinement/correctional institutions.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.3 OCS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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Effective:

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

**2.2 Limitations, (Cont'd.)**

- 2.2.5** All facilities provided under this tariff are directly or indirectly controlled by OCS Communications, Inc. and the Institution may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.6** Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.
- 2.2.7** The Company reserves the right to discontinue service, limit service, or to impose requirements to meet changing regulatory or statutory rules and standards.

**2.3 Use**

Services are provided under this tariff to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution .

**2.4 Liabilities of the Company**

- 2.4.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Inmate; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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

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

**2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a n Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.4.4** The Company's liability for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

**2.4.5** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.

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

**2.5 Deposits and Advance Payments**

**2.5.1 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

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

**2.5.2 Advance Payments**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, OCS 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.)****2.6 Taxes**

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

**2.6.1. Public Telephone Surcharge**

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

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

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

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

Rate per Call	\$0.25
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Terminal Equipment**

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between OCS and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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

**2.8 Payment for Service**

**2.8.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or an Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

**2.8.2 Disputed Charges**

Charges billed directly by the Company are due upon receipt. Amounts not paid within 20 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received promptly.

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

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

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

**2.8 Payment for Service**

**2.8.3 Validation of Credit**

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

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

**2.8.4 Return Check Charge**

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to West Virginia law and FL PSC regulations.

**2.8.5 Late Payment Fees**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid twenty (20) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

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

**2.9 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.

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

**2.10 Refusal or Discontinuance by Company**

**2.10.1** OCS may refuse or discontinue service with proper notice to the Customer or Institution for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due.
- B. For failure of the Customer or Institution to make proper application for service.
- C. For Customer's or Institution's violation of any of the Company's rules on file with the Commission.
- D. For failure of the Institution to provide the Company reasonable access to its equipment and property.
- E. For Institution's breach of the contract for service between the Company and the Institution.
- F. For a failure of the Institution to furnish such service, equipment, and/or rights-of-way necessary to serve said Institution as shall have been specified by the Company as a condition of obtaining service.
- G. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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

**2.10.2** OCS may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer or Institution, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's or Institution's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

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

**2.11 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

**2.12 Call Restrictions**

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 General**

OCS Communications, Inc. provides automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Correctional Institutions for communications originating and terminating within the State of West Virginia. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

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

**3.2 Timing of Calls**

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

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.3 Miscellaneous Charges****3.3.1 Single Bill Fee**

An undiscountable Fee of \$1.50 will apply to Customer's telephone bill each month in which local or long distance collect calls are accepted and billed on the Customer's local telephone bill. This fee is for the purpose of offsetting Company's billing and regulatory expenses associated with the services offered. This fee will be charged once per billing period regardless of the number of calls accepted. The fee will not apply in any billing period in which no collect calls are accepted. This fee does not apply to prepaid services paid for by commercial credit card or other means, or for prepaid services billed directly to the Customer by the Company.

Single Bill Fee, per month where applicable                      \$1.50

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.4 Institutional Operator Assisted Calling**

Institutional operator assisted service allows inmates to place collect 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. Calls are placed on a collect-only basis to the called party.

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 to inmates of institutions, the following special conditions apply:

1. Calls to "900", "976" or other pay-per-call services are blocked by the Company.
2. 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).
3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
6. 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.
7. At the request of the institution, the Company may impose time limits on local and long distance calls placed using its services.
8. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.5 Institutional Operator Assisted Calling, (Cont'd.)****3.5.1 Institutional Collect-Only Rates****A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

**1. Usage Charge**

Local Message Charge, per Call: \$0.50

**2. Per Call Service Charges**

Local Operator Assisted Call Surcharge \$1.75

Local Operator-Assisted Person to Person Call Surcharge: \$3.25

**B. IntraLATA Services Rates and Charges****1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate per minute: \$0.30

**2. Service Charges**

IntraLATA Operator Assisted Inmate Call Surcharge \$1.75

IntraLATA Operator-Assisted Person to Person Call Surcharge: \$3.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 Institutional Operator Assisted Calling, (Cont'd.)**

**3.5.1 Institutional Collect-Only Rates, (Cont'd.)**

**C. InterLATA Services Rates and Charges**

**1. Usage Charges**

Rate per minute: \$0.30

**2. Service Charges**

InterLATA Operator Station Collect Service Charge: \$1.75

IntraLATA Operator-Assisted Person to Person Call Surcharge: \$3.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Prepaid Institutional Service****3.6.1 Applicability**

Prepaid Institutional Service calls are originated by entering a Personal Account Code. The Company's system informs the Customer (i.e., inmate) of the Available Usage Balance remaining in his/her Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Account on a real time basis as the call progresses. With Prepaid Institutional Service, the Customer may purchase a voucher in any denomination. A Personal Account Code is assigned to each voucher with instructions for accessing and using the service. All monetary transactions take place between the institution and the Customer, and are under the direct and complete control of the institution.

Prepaid Institutional Service allows the Customer to make calls up to the total amount purchased divided by the per minute rate. Vouchers are not renewable. No minimum service period applies. Available Usage on the Customer's voucher is non-refundable.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Account Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Prepaid Institutional Service, (Cont'd.)****3.6.1 Applicability, (Cont'd.)**

The Company' Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution.

**A. Exclusions**

Calls to 700, 800, 900 numbers  
Calls to Directory Assistance  
911 calls to emergency services  
Air to ground and high seas service  
Calls to live operators

**B. Service Availability**

1. All calls must be charged against an Institution Prepaid voucher that has sufficient available balance.
2. Calls in progress will be terminated by the Company if the balance on the voucher is insufficient to continue the call.

**3.6.2 Prepaid Basic Rates**

Vouchers will be issued in any denomination of the Customer's choosing, subject to the requirements or restrictions of the Institution. Company may offer discounts to the Prepaid Basic Rate Schedule as requested by the Institution

**A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

**1. Usage Charge**

Local Message Charge, per Call: \$0.50

**2. Per Call Service Charges**

Local Operator Assisted Call Surcharge \$1.75

Local Operator-Assisted Person to Person Call Surcharge: \$3.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Prepaid Institutional Service, (Cont'd.)**

**3.6.2 Prepaid Basic Rates, (Cont'd.)**

**B. IntraLATA Services Rates and Charges**

**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate per minute: \$0.30

**2. Service Charges**

IntraLATA Operator Assisted Call Surcharge \$1.75

IntraLATA Operator-Assisted Person to Person Call Surcharge: \$3.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Prepaid Institutional Service, (Cont'd.)**

**3.6.2 Prepaid Basic Rates, (Cont'd.)**

**C. InterLATA Services Rates and Charges**

**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate per minute: \$0.30

**2. Service Charges**

InterLATA Operator Station Collect Service Charge: \$1.75

IntraLATA Operator-Assisted Person to Person Call Surcharge: \$3.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.7 Advance Pay Accounts**

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by OCS Communications, Inc.

Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Customers may direct that one or more telephone numbers be allowed to receive collect calls chargeable to the same account by providing the Company with the desired eligible numbers. A maximum of five (5) eligible numbers may be used with any one Advance Pay Account. Establishment and maintenance of an Advance Pay Account is required to complete collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

The minimum amount required to set up the Advance Pay Account is \$25.00. Upon request, and after the required minimum payment is received, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check or credit card. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

When an inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time. At the written request of the Customer (usually upon release of an inmate from an institution), any remaining balance in the Account will be refunded to the Customer after deducting any call charges, applicable taxes and transaction fees incurred during the current billing cycle. Advance Pay Accounts will automatically close six months after the last call was placed using the account. No refunds of unused balances will be issued after the account is closed.

All security measures and inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using an Advance Pay Account.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Advance Pay Accounts, (Cont'd.)**

**3.7.1 Rates and Charges**

- A. Option 1 - Advance Pay Customers' rates and charges are the same as those set forth in the Company's institutional collect call rate schedules.**
- B. Option 2 - Rates and charges for Advance Pay Accounts are provided at a ten percent discount off standard institutional collect rates and charges.**

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