

Tariff Schedule Applicable to  
Intrastate Institutional Telecommunications Services Furnished by  
**Securus Technologies, LLC**  
Between Points within the State of Maryland

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Issued: January 23, 2020

Effective: March 11, 2020

By:

Michael S. J. Lozich  
Sr. Corporate Counsel & Director of Regulatory and Governmental Affairs  
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TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** – Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- 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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). 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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## CHECK SHEET

Sheets 1 through 28 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
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17.1	Original*		
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19	Original		
20	Original		
21	Original		
22	Original		
23	Original		

\*indicates those pages included with this filing.

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SECTION 1.0 – GENERAL

**1.1 Explanation of Symbols**

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

**1.2 Application of the Tariff**

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to Confinement Facilities.
- 1.2.3 The Company's service territory is statewide.

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**SECTION 1.0 – GENERAL (CONTINUED)****1.3 Definitions**

- 1.3.1 **“Ancillary Service Charge”** is 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.
- 1.3.2 **“Authorization Code”** is a pre-defined series of numbers to be dialed by the Inmate User or Authorized User upon access to the Company’s system to identify the caller and validate the caller’s authorization to use the services provided.
- 1.3.3 **“Authorized Fee”** is a government authorized, but discretionary, fee which a Provider must remit to a federal, state, or local government, and which a Provider is permitted, but not required, to pass through to Consumers. An Authorized Fee may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation.
- 1.3.4 **“Authorized User”** is a person who is authorized by the Confinement Facility to be connected to and utilize the Company’s services under the terms and regulations of this tariff.
- 1.3.5 **“Automated Payment Fees”** are credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk.
- 1.3.6 **“Called Station”** is the terminating point (i.e. called number) for a call.
- 1.3.7 **“Carrier”, “Company”, or “Utility”** refers to Securus Technologies, LLC
- 1.3.8 **“Collect Call”** is a call which is charged to the Called Station with the approval of an End User who accepts the call at the Called Station by a key-entered positive response.
- 1.3.9 **“Commission”** means the Maryland Public Service Commission.
- 1.3.10 **“Completed Call”** is a call which the Company’s system has determined has been answered by the End User who accepts the call at the Called Station by a key-entered positive response.
- 1.3.11 **“Confinement Facility, Correctional Facility, or Correctional Institution”** is used throughout this tariff to refer to any place designated by law for the confinement of persons held in custody under process of law, under lawful arrest or under mental treatment, including a facility for the detention of juveniles. A Jail or a Prison.

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## SECTION 1.0 – GENERAL (CONTINUED)

- 1.3 **Definitions (Continued)** (T)
- 1.3.12 **“Consumer”** means a party paying a Provider of Inmate Calling Services. (T)(N)
- 1.3.13 **“Customer”** means the Confinement Facilities to which the Company provides the services specified in this tariff under contract. (T)
- 1.3.14 **“End User”** is the person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Prepaid Service calls, the End User accepts responsibility for payment of the charges for use of the Company’s services. (T)
- 1.3.15 **“Inmates”** are persons incarcerated in a Confinement Facility. Persons detained at a Jail or Prison, regardless of the duration of the detention. (T)
- 1.3.16 **“Inmate Operator Assisted Service”** is an automated system which prompts the call originator and the End User on how to complete a call, without the use of a live operator. (T)
- 1.3.17 **“Inmate User”** is a person incarcerated in a facility serviced by the Company who is authorized by the Confinement Facility to be connected to and utilize the Company’s services under the terms and regulations of this tariff. (T)
- 1.3.18 **“Jail”** means 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; or (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. (T)
- 1.3.19 **“Live Agent Fee”** is a fee associated with the optional use of a live operator to complete Inmate Calling Services transactions. (T)
- 1.3.20 **“Mandatory Tax or Mandatory Fee”** means a fee that Securus is required to collect directly from Consumers, and remit to federal, state, or local governments. A Mandatory Tax or Fee that is passed through to a Consumer may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule or regulation (N)  
|  
(N)
- Material moved to First Revised Page 8. (M)

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## SECTION 1.0 – GENERAL (CONTINUED)

1.3 **Definitions (Continued)**

The below three definitions were previously found on Original Page 7.

1.3.21 **“Paper Bill/Statement Fees”** are fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

1.3.22 **“Pay Telephone”** means any pay station instrument through which the Company’s services may be accessed.

1.3.23 **“Prepaid Balance”** means a balance that is established with an initial payment by an Inmate User for Prepaid Service. Charges are deducted from the Prepaid Balance on a per minute, real time basis.

1.3.24 **“Prepaid Card”** means a card issued by the Company which provides the Inmate User or Authorized User with a Prepaid Balance, an Authorization Code and instruction for accessing the Company’s services. The Inmate User or Authorized User purchases usage on a set prepaid basis.

1.3.25 **“Prepaid Debit Account”** means an account that is established with an initial payment by an Inmate User for Prepaid Service without the use of a card. The Inmate User is provided with a Prepaid Balance, an Authorization Code, and instruction for accessing the Company’s services.

1.3.26 **“Prepaid Service”** means a service whereby the Inmate User or Authorized User accepts responsibility for payment of the charges for use of the Company’s service. Service is accessed via a toll-free access number or other access dialing sequence.

1.3.27 **“Prison”** means 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 of longer than one year.

1.3.28 **“Service”** means any telecommunications service(s) provided by the Carrier under this tariff.

1.3.29 **“Station”** means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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

The Company's services consist of furnishing interstate and intrastate telecommunications services to Inmate Users and Authorized Users of Confinement Facilities who use a Company Pay Telephone on the premises thereof. Such services are available through Company's Pay Telephones and via resold transmission facilities procured from interexchange carriers and local exchange carriers and are furnished in accordance with the provisions of this tariff.

Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

2.2.1.1 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.2 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.3 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.4 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

- 2.2.1.5 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)****2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions, and limitations herein specified:

**2.3.2 Service Irregularities**

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to End Users, Inmate Users, or Authorized Users, for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**2.3.3 Claims of Misuse of Service**

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Subscriber with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)****2.3.4 Defacement of Premises**

The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

**2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

**2.3.7 Warranties**

2.3.7.1 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)**

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

**2.3.8 Limitation of Liability**

Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.4 Application for Service****2.4.1 Minimum Contract Period**

The End User does not contract directly with the Company for service. No minimum service period applies to End Users. No notice is required by End Users to initiate use of Company's service. Service is installed upon contractual agreement between the Confinement Facility and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule. The contract does not alter the obligations of the Company to the End User, as described in this tariff.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the customer cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:

2.4.2.2.A The total cost of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)**

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

**2.5 Payment for Service**

2.5.1 All charges due from the End User are payable to the billing agency duly authorized to receive such payments. Customers are not responsible for End User billing and are, therefore, not subject to disconnection for nonpayment of End User bills. Disconnection of End Users for nonpayment of bills will not occur since End Users do not contract directly with the Company for service. All bills will be rendered within sixty (60) days of the provision of service and are due and payable upon receipt or as specified on the End User's bill.

The billing agency will follow the rules and regulations of the appropriate regulatory agency and the billing agency's applicable tariff provisions concerning payment, billing, timely payment, treatment of delinquent amounts, and payment and collection efforts, except as otherwise provided by the regulatory agency (e.g. by waiver of rules). In those instances, where the Company has no means to bill the End User through a billing agency, Company may offer to direct bill the End User or require End User to pay make prepayment for service. Should End User no longer desire to utilize Company's service and a credit balance exists, such amount will be refunded at the End User's request.

2.5.2 The End User is responsible for payment of all charges for service furnished to the End User, except in the provision of Prepaid Service where the Inmate is responsible for payment. End User bills will include, where applicable, the amount of the net charge, stated by category, for local transmission service, ancillary services and equipment, toll service, information service, and sales and excise tax together with the gross amount of the bill, with separate entries for total amounts current or in arrears.

2.5.3 The Company reserves the right to require from an End User advance payment of charges. The advance payment will not exceed an amount equal to one month's estimated charges for the service.

2.5.4 For Prepaid Service, the Inmate may either purchase a Prepaid Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User, which may be offered at the discretion of Confinement Facilities. Prepaid Service provides an alternative method to make calls and is designed for those who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)**

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Card or in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. When the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement. (D)

Prepaid Service is available 24 hours a day, seven days per week to all terminating locations serviced. Access to telephone service by an Inmate User may be subject to time of day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid Balances are not charged for incomplete calls. Prepaid Card service is not distance or time of day sensitive. Holiday discounts do not apply. Unused Prepaid Balances are not refundable, nor may Prepaid Cards be replenished upon the depletion of the Prepaid Balance. Inmates may purchase additional cards, as permitted by their Confinement Facility. For a Prepaid Debit Account, upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the account via the facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for 180 days. Inactive accounts will be removed from the database. Following their release from the Confinement Facility, the Inmate may request a refund from the facility administrator.

**2.6 Customer Deposits**

Securus Technologies, LLC does not collect End User deposits.

**2.7 Late Payment Charges**

Securus Technologies, LLC does not collect late payment charges.

**2.8 Customer Complaints and Billing Disputes**

2.8.1 End Users may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

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## SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.8.2 End User complaints and billing disputes that are not satisfactorily resolved may be presented by the End User to:

Consumer Affairs Division (T)  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

410.767.8028 (Consumer Affairs Division) (T)  
410.767.8000 (Main PSC number)  
1.800.492.0474 (Toll-free PSC number)

2.8.3 The Company provides the following toll-free number (1.800.844.6591) for End Users to contact the Company in accordance with COMAR 20.45.04.02.B.

2.8.4 The Company will not collect attorney fees or court costs from End Users.

## 2.9 Allowance for Interruptions in Service

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Company agrees to abide by the regulations associated with interruptions in services as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

## 2.10 Taxes and Fees

2.10.1 Securus' practices in connection with collecting taxes and fees for (or in connection with) intrastate ICS will comply with Federal Communications Commission regulation in 47 CFR § 64.6070. Securus charges and collects any applicable Mandatory Tax or Fee or Authorized Fee on a per-call basis (including (as applicable) Federal Cost Recovery Charge, State sales tax, municipal taxes, gross receipts tax, and similar taxes and fees), without any mark-up. Unless required by State Law or a customer's contract, any applicable Mandatory Tax or Fee or Authorized Fee is in addition to the rates and charges stated in this tariff, and each Mandatory Tax or Fee or Authorized Fee will be itemized separately on Consumer bills. (T)

2.10.2 Service shall not be subject to taxes for a given taxing jurisdiction if the End User provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the End User has been granted a tax exemption. (T)

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## SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 **Ancillary Service Charges**

(T)

Pursuant to the Federal Communication Commission’s Report and Order on Remand and Fourth Further Notice of Proposed Rulemaking, FCC 20-111, released August 7, 2020 and effective November 23, 2020, an ancillary service is considered jurisdictionally mixed if Securus has no feasible way to determine whether the associated phone call is interstate or intrastate. For purposes of ancillary service charges, the jurisdictional nature of an intrastate call depends exclusively on determining the physical location of the endpoints of the call being within the State of Maryland. Ancillary service charges in connection with a jurisdictionally mixed phone call are subject to the FCC’s jurisdiction and rules regarding ICS. Securus’ practices in connection with charging ancillary service charges in connection with Inmate Calling Services will comply with the FCC regulation in 47 CFR § 64.6020. If there is a feasible way for Securus to determine whether a phone call is interstate or intrastate based on the physical location of the endpoints of an ICS call, then the ancillary service charges set forth in this tariff will apply to intrastate ICS calls in Maryland..

(N)

(N)

## 2.11.1 Returned Check Charge

The charge for a returned check is \$25.00.

## 2.11.2 Payment Fee

**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). This fee does not apply to payments mailed to the company or submitted via a customer’s online banking service.

Automated payment fees - \$3.00

**Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions. This fee does not apply to payments mailed to the company or submitted via a customer’s online banking service.

Live Agent Fee - \$5.95

Material moved to Original Page 17.1.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

(N)

The below content was previously found on Original Page 17.

(M)

**2.11.3 Paper Bill/Statement Fees**

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

Paper Bill/Statement Fee - \$2.00

**2.12 Directory Assistance Call Allowance**

This section is not applicable to Company's service.

**2.13 Special Customer Arrangements**

In cases where a customer requests special or unique arrangement which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)****2.14 Termination of Service:****2.14.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 **Hazardous Condition.** For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 **Adverse affects on Service.** Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 **Tampering with Company Property.** Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 **Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5 **Illegal use of Service.** Customer's use of service or equipment in a manner to violate the law.

**2.14.2 Denial of Service Requiring Notice**

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - 2.14.2.1.A **Non-compliance with Regulations.** For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
  - 2.14.2.1.B **Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than five days notice may be given if necessary, to protect the Company's revenues.

2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)****2.14.3 Insufficient Reasons for Denial of Service**

- 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
- 2.14.3.1.A Failure of a prior customer to pay for service at the Called Station;
  - 2.14.3.1.B Failure to pay for a different class of service for a different customer;
  - 2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
  - 2.14.3.1.D Failure to pay directory advertising charges;
  - 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
  - 2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:
    - 2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
    - 2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)**

- 2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:
- (i) In a fictitious name,
  - (ii) In the name of an individual who is not an occupant at the Called Station, without disclosure of the individual's actual address,
  - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
  - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

**2.15 Unlawful Use of Service**

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer or End User has not obtained all required governmental approvals, authorizations, licenses, consents, and permits, including the policies and procedures established by the customer for the use of the service. The Company shall refuse to furnish service to an End User or shall disconnect the service without notice of an End User when:

- 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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**SECTION 2 – RULES AND REGULATIONS (CONTINUED)**

2.15.2 If service has been physically disconnected by law enforcement officials at the End User's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the End User, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.16 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to End Users. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.17 Telephone Solicitation by Use of Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or calling party controlled, are expressly prohibited.

**2.18 Incomplete Calls**

There shall be no charge for incomplete calls. No charge will be levied for unanswerd calls. End Users will receive credit for calls to a wrong number if the End User notifies the Company of the error.

**2.19 Overcharge/Undercharge**

2.19.1 Overcharge/Undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.19.2 When an End User has been overcharged, the amount shall be refunded or credited to the End User.

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1 Trial Services**

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.2 Promotional Offerings**

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

**3.3 Individual Case Basis (“ICB”) Offerings**

The tariff may not specify the price of a service in the tariff as “ICB”. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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### 3.4 Institutional Operator Assisted Calling

The services offered by the Company allow Inmate Users and Authorized Users of Confinement Facilities to place Collect Calls through an automated call processing system incorporating an automated operator and the resale of transmission services of other carriers. The call processing system prompts the Inmate User or Authorized User and the End User such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the End User, with exception of Prepaid Service, as provided in Sections 3.4.1 and 3.4.3.

Because the services offered hereunder are provided to Inmate Users and Authorized Users of Confinement Facilities or similar institutions, special stipulations may apply. These stipulations are designed to preserve the integrity and security of the facility, the safety of the public and to reduce fraud and harassment. When deemed appropriate by the facility administration, these include: providing outward only calls; providing 0+Collect Calls only for local, intraLATA toll and interLATA toll calls and blocking access to all other types or forms of calls; blocking access to local Directory Assistance (411), long distance Directory Assistance (555-1212), 911 calls, toll free numbers including 1-800, 700, 900, 950, 10XXX and any other telephone numbers the facility administration directs; limiting hours during which telephone service is available to Inmate Users and Authorized Users; and/or limiting call duration to a time interval established by the facility administration.

#### 3.4.1 Prepaid Calling Cards and Debit Accounts

Where offered by the Confinement Facility, Inmates may either purchase a Prepaid Calling Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User. Prepaid Calling Cards and Debit Accounts provide an alternative method to make calls and are designed for those Inmates who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Calling Card or in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. On Prepaid Calling Card and Prepaid Debit Account calls, when the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement. (D)

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**SECTION 3 – DESCRIPTION OF SERVICES (CONTINUED)****3.4.1 Prepaid Calling Cards and Debit Accounts (Cont'd)**

Prepaid Calling Card and Debit Account services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. 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 one (1) cent on a per call basis. Prepaid Balances are not charged for incomplete calls.

**A. Prepaid Calling Cards**

The Confinement Facilities that offer the option of Prepaid Calling Cards may purchase Prepaid Calling Cards directly from the Company. Inmates then purchase the Cards from authorized personnel at the Confinement Facilities. The Company does not engage in direct monetary transactions with the Inmate. The Inmate may purchase a Prepaid Calling Card in denominations determined by the Confinement Facility. Prepaid Calling Cards are offered only to Inmates at Confinement Facilities and not to the general public. Prepaid Calling Cards are valid for one hundred eighty (180) days from the date of first usage. Unused Prepaid Balances may be used by the Inmate User or Authorized User following release from the Confinement Facility only through the Company's network by dialing a special toll-free access number with automatically connects the call to the Company's network. Unused Prepaid Balances are not refundable, nor may Prepaid Calling Cards be replenished upon the depletion of the Prepaid Balance. Inmates may purchase additional cards, as permitted by their Confinement Facility.

**B. Prepaid Debit Accounts**

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account, in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjunction with their release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

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**SECTION 3 – DESCRIPTION OF SERVICES (CONTINUED)****3.4.2 AdvanceConnect Accounts**

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities, or else if the End User's local exchange carrier does not have a billing and collection agreement with the Company or its intermediary, may set up an AdvanceConnect Account with the Company with an initial payment. The Account is set up with the initial payment and may be replenished by the End User. (D)

When the balance in an AdvanceConnect Account reaches ten dollars (\$10) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll-free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. 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 one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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### 3.4.3 Securus Debit

Securus Debit is a prepaid telephone account offering made available to Inmates by the Company when permitted by the Confinement Facility. Securus Debit provides an alternative method for Inmates to prepay for and make calls. A Securus Debit account associated with the Inmate's Personal Identification Number (PIN) is automatically established by the Company. Inmates fund and replenish their Securus Debit account through electing to transfer funds from either their facility's inmate trust fund or commissary account to their Securus Debit account. Securus Debit accounts may also be funded by inmate friends and family members via the Company's points-of-sale. Funds placed in this account become the property of the inmate.

Securus Debit calls are processed by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. Inmates must enter a valid Authorization Code to access their Securus Debit account. The Company's system automatically informs the Inmate of the prepaid balance remaining on the Securus Debit account prior to each call, provides prompts to place the call by entering the destination telephone number, and informs the Inmate of the rates for the call being attempted. Call charges are deducted from the prepaid account balance on a real-time basis as the call progresses. During a Securus Debit call, when the prepaid account balance is one minute prior to depletion, the Inmate will be interrupted with such an announcement.

Securus Debit services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. 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 one (1) cent on a per call basis. Prepaid balances are not charged for incomplete calls.

Refunds of unused Securus Debit account balances are issued by the entity controlling the actual cash deposits, which is either the Company, the commissary, the Confinement Facility or its agent, depending on the specific arrangements, unless otherwise directed by state law. Depending on the entity issuing the refund, refund fees and/or minimum refund amounts may apply. The prepaid balance expires ninety (90) days from the date of the last call placed on the Securus Debit account unless alternative arrangements are expressly requested by the Confinement Facility. No refunds of unused balances will be issued after the expiration date.

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## SECTION 4 – RATES AND CHARGES

**4.1 Calculation of Rates**

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and Called Stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association.
- 4.1.2 Correctional Facilities require time limits be placed on Inmate initiated calls. Timing of Inmate initiated calls begins when the End User accepts the call and the Inmate and End User are connected. The call ends when either the Inmate or End User hangs up, as determined by the industry standard methods generally in use for ascertaining disconnection or when the call timer reaches the maximum time allowed by the Correctional Facility. Call attempts that are not completed or not accepted by the End User will not be billed.

**4.2 Institutional Operator Assisted Calling****In-State Rates and Charges**

The below maximum rates became effective June 20, 2016. Confinement facility rates will not exceed these rates.

**Collect/Prepaid Collect/Debit/Prepaid Card**

First Minute	Each Additional Minute
\$0.25	\$0.25

**4.3 Prepaid Service Charges****AdvanceConnect Accounts**

The rates for AdvanceConnect Accounts are the same as those for automated Collect Call service.

The Company does not offer pre-subscribed services.

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