Updated: November 19, 2024 INTEREXCHANGE CARRIER

INTERESTORINGE OF ROLL
PRICE LIST
APPLICABLE TO
INTEREXCHANGE TRANSMISSION SERVICES
WITHIN THE STATE OF CALIFORNIA
ISSUED BY
SECURUS TECHNOLOGIES, LLC
U-6888-C
C-0000-C

#### INTEREXCHANGE CARRIER

#### PRELIMINARY STATEMENT

This price list sets forth the service offerings, rates, rules, terms, and conditions applicable to the furnishing of telephone Prepaid Debit Card Service by Securus Technologies, LLC to Customers within the State of California. Services offered under this price list are available between all points within the State of California.

References in this price list to "the Company" or "Company" are intended to refer to Securus Technologies, LLC. The rates, rules, terms, and conditions herein apply for service provided throughout the service area of the Company, as defined in this price list.

When services provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services. When services provided by the Company are billed by another common carrier, then the terms and conditions of such other common carrier may apply to such matters as payment.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Public Utilities Commission of the State of California.

This price list shall be maintained in its currently effective form and made available for inspection at the Company's business office at Securus Technologies LLC, 5360 Legacy Drive, Suite 300, Plano, TX 75024.

INTEREXCHANGE CARRIER

### SERVICE AREA MAP

The rates, rules, terms, and conditions prescribed in this price list for telephone Prepaid Debit Card services apply to services originating and terminating within the State of California.

#### **CALIFORNIA STATE MAP**



#### INTEREXCHANGE CARRIER

#### I. RATE SCHEDULES

#### A. TELEPHONE PREPAID DEBIT CARD SERVICE

The Company provides an alternative method to make calls and is designed for those who prefer to prepay for their calls through the use of Prepaid Debit Cards. The Company's Prepaid Debit Card Service allows Incarcerated persons to purchase a Prepaid Debit Card for calls made by the Incarcerated User or Authorized User, offered at the discretion of the Confinement Facility. Prepaid Debit Cards are offered only to Incarcerated persons at Confinement Facilities and not to the general public.

The Company assigns an Authorization Code to the Prepaid Debit Card and provides instructions for accessing and using the service. Calls are made by dialing either a toll-free access number or other access dialing sequence. A valid Authorization Code must be entered to access the account. The Company's system automatically informs the Incarcerated User or Authorized User of the Prepaid Balance remaining on the Prepaid Debit Card 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 Incarcerated User or Authorized User will be interrupted with such an announcement.

Prepaid Debit Cards are valid from one year of the date of issuance. Unused Prepaid Balances may be used by the Incarcerated User or Authorized User following release from the Confinement Facility. Unused Prepaid Balances are not refundable, nor may Prepaid Debit Cards be replenished. Unlike a deposit or advance payment, Prepaid Debit Card Service is not billed against future payment, as all service is available for immediate consumption.

Prepaid Debit Card Service is available 24 hours a day, seven days per week. Access to telephone service by an Incarcerated User may be subject to time of day and usage restriction imposed by individual Confinement Facilities. No minimum service period applies. Prepaid Debit Card Service is not distance or time of day sensitive. Holiday discounts do not apply.

Network usage for Prepaid Debit Card Service is deducted from the Prepaid Balance in full minute increments. 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.

Upon the depletion of the Prepaid Balance, the Prepaid Debit Card may not be replenished or renewed. Incarcerated persons may purchase additional cards, as permitted by their Confinement Facility.

#### INTEREXCHANGE CARRIER

#### I. RATE SCHEDULES

#### B. RATES

#### 1. Per Minute Charge

The standard per minute usage charge will not exceed this rate cap.

#### All In-State Calls

\$0.07 Per Minute

Pursuant to the Federal Communications Commission's Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking, FCC 24-75, released July 22, 2024 and effective November 19, 2024 (the "FCC 2024 Order"), new intrastate rate caps will be implemented in a rolling manner from January 1, 2025, through April 1, 2026, according to criteria set forth in the FCC 2024 Order regarding each correctional facility contract's effective date. Until the final transition of correctional agencies in California, the maximum rate caps set forth above, will remain in effect.

#### 2. Individual Case Basis (ICB)

In certain cases, the per minute charge may be fixed by contract at a level different than the standard per minute charge in order to accommodate a fixed term, a commitment to a minimum volume, or other terms specially negotiated with an individual Confinement Facility.

#### C. APPLICABLE TAXES AND CHARGES

Customer will be billed for and is liable for payment of all applicable federal, state, and local taxes and charges.

Pursuant to Resolutions T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program charge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/1994; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program charges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d/b/a SBC California) tariffs.

#### INTEREXCHANGE CARRIER

II. RULES

The following rules apply for all services offered by the Company under the terms of this price list:

#### **RULE 1 -- DEFINITIONS**

**Authorization Code** – A pre-defined series of numbers to be dialed by the Incarcerated 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.

**Authorized Fee** – A government authorized, but discretionary, fee which Securus must remit to a federal, state, or local government, and which Securus 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.

**Authorized User** – 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 price list.

**Average Daily Population (ADP)** - The sum of all Inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

**Commission** or **CPUC**– The Public Utilities Commission of the State of California.

Company – Securus Technologies, LLC unless otherwise clearly indicated by the context.

**Confinement Facility or Correctional Institution** – Used throughout this price list 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.

**Customer** – Person responsible for payment when purchasing the Prepaid Debit Card.

**Incarcerated person** – Person confined in a Confinement Facility. A person detained at a Jail or Prison, regardless of the duration of the detention.

**Incarcerated Calling Service (ICS)** – A service that allows Incarcerated persons to make calls to individuals outside the Correctional Facility where the Incarcerated person is being held, regardless of the technology used to deliver the service.

**Incarcerated User** – An Incarcerated person who is authorized by the Confinement Facility to be connected to and utilize the Company's Prepaid Debit Card Service under the terms and regulations of this price list.

Jail – A facility of a local, state, or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; 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 incarcerated persons; immigration detention facilities operated by, or pursuant to contracts with, federal, state, city, county, or regional agencies; juvenile detention centers; and secure mental health facilities.

#### INTEREXCHANGE CARRIER

## II. RULES (Continued)

#### **RULE 1 – DEFINITIONS (Continued)**

**Mandatory Tax or Mandatory Fee** – 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.

**Prepaid Balance** – A balance that is established with an initial payment by an Incarcerated User or Authorized User for Prepaid Service. Charges are deducted from the Prepaid Balance on a per minute, real time basis.

**Prepaid Debit Card** – A card issued by the Company which provides the Incarcerated User or Authorized User with a Prepaid Balance, an Authorization Code, and instruction for accessing the Company's Prepaid Debit Card Service.

**Prepaid Debit Card Service** - A service whereby the Incarcerated User or Authorized User utilizes the Company's Prepaid Debit Cards for use to complete calls within Confinement Facilities.

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

#### INTEREXCHANGE CARRIER

(Continued)

### II. RULES

#### **RULE 2 -- DESCRIPTION OF SERVICE**

The Company has been granted authority by the CPUC to provide twenty-four (24) hour interexchange telecommunications transmission services from and to origination and termination points in the State of California.

#### **RULE 3 -- APPLICATION FOR SERVICE**

No application is required for a Customer to be eligible to purchase and use the Company's telephone Prepaid Debit Cards. Such cards are offered to Incarcerated persons solely with the approval of their Confinement Facility.

#### **RULE 4 -- CONTRACTS**

No contract is required for a Customer to be eligible to purchase and use the Company's telephone Prepaid Debit Cards.

#### **RULE 5 -- SPECIAL INFORMATION REQUIRED ON FORMS**

The only forms the Company provides to Customers in connection with its telephone Prepaid Debit Card Service are its telephone Prepaid Debit Cards. A copy of a typical telephone Prepaid Debit Card is included in Section III of this price list.

#### **RULE 6 -- CREDIT**

The Company does not extend credit in connection with its telephone Prepaid Debit Card Service.

#### **RULE 7 -- DEPOSITS**

The Company does not accept deposits in connection with its telephone Prepaid Debit Card Service.

#### INTEREXCHANGE CARRIER

#### II. RULES

(Continued)

#### **RULE 8 -- NOTICES**

A. Notices the Company provides to Customers, or the Commission, shall be of a legible size and printed in a minimum point size type of 10, and are deemed made on Date of Presentation, except that notices provided on Prepaid Debit Cards may be in smaller but legible type. Notice shall be deemed properly given when delivered in person or when deposited with the U.S. Postal Service.

#### **B.** Rate Information

- 1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. No Customer notice shall be required for minor rate increases or for rate decreases. Customers shall be advised of major rate increases no later than at the time of purchasing a new telephone Prepaid Debit Card.
- 2. When the Company provides information to a Customer which is allegedly in violation of its price list, the Customer shall have the right to bring a complaint against the Company.

#### **RULE 9 -- PAYMENT**

Confinement Facilities that offer Prepaid Debit Card Service may purchase Prepaid Debit Cards directly from the Company. Incarcerated persons then may purchase the Prepaid Debit Cards from authorized personnel at the Confinement Facilities. The Incarcerated person may purchase a Prepaid Debit Card in denominations determined by the Confinement Facility. The Company does not engage in direct monetary transactions with the Incarcerated person. The Incarcerated person's responsibility for payment of charges for services furnished under this price list is limited to the payment of the face value of the Company's telephone Prepaid Debit Card or Cards to be used by the Incarcerated User or Authorized User.

#### **RULE 10 -- DISPUTED BILLS**

The Company does not render bills in connection with its telephone Prepaid Debit Card Service. However, customers may contact the Company for problems associated with the use of its Prepaid Debit Cards and the Company will review and resolve any such problems. Customers may write to the Company at its main address at 5360 Legacy Drive, Suite 300, Plano, TX 75024. Should the Company fail to resolve a Customer's problem, the Customer may contact the Commission's Consumer Affairs Branch (see Rule 11).

#### INTEREXCHANGE CARRIER

#### II. RULES

(Continued)

#### RULE 11 – REFUSAL, DISCONTINUANCE, AND RESTORATION OF SERVICE

#### A. Refusal or Discontinuance of Service Due to Fraud

The Company shall have the right to refuse or discontinue service without advance notice if the acts of the Customer are such as to indicate intent to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information.

#### B. Refusal or Discontinuance of Service for Violation of Law

CPUC Decision No. 91188 requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix A of that decision as a part of the rules in the utility's price list. In the context of the Company's Prepaid Debit Card Service provided to Incarcerated persons of Confinement Facilities, adjustment of some aspects of this rule may be necessary. Nonetheless, Appendix A of Decision No. 91188 is quoted:

- 1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant, and shall disconnect existing service to a subscriber, upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, and welfare will result.
- 2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint within 20 calendar days of the filing date of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- 3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
- 4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

#### INTEREXCHANGE CARRIER

#### II. RULES

(Continued)

#### RULE 11 -- DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

#### B. Refusal or Discontinuance of Service for Violation of Law (Continued)

- 5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection had been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- 6. At the expiration of fifteen (15) days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- 7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- 8. The term person, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- 9. The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

For the information of Customers, the address and telephone number of the Public Utilities Commission's office is as follows:

**California Public Utilities Commission Consumer Affairs Branch State Office Building** 505 Van Ness Avenue San Francisco, California 94102

Tel: (800) 649-7570

#### INTEREXCHANGE CARRIER

#### II. RULES

(Continued)

### RULE 12 -- OPTIONAL RATES AND INFORMATION PROVIDED TO CUSTOMER

The Company will, on request, provide each Customer the following:

- 1. The CPUC identification number of its authorization to operate as a telecommunications corporation within California.
- 2. The address and telephone number of the CPUC to verify its authority to operate.
- 3. A full disclosure of all fictitious, *i.e.*, "dba" names.
- 4. Rate information as required by Rule 8, Section II.8.B of this Price List.

#### **RULE 13 -- TEMPORARY SERVICE**

The Company does not offer or provide temporary service in connection with its telephone Prepaid Debit Card Service.

#### **RULE 14 -- CONTINUITY OF SERVICE**

In the event of prior knowledge of an interruption of service for a period exceeding one (1) day, Customers and prospective Customers will, if feasible, be notified in writing, by notices posted at points of sale of the Company's telephone Prepaid Debit Cards, at least one (1) week in advance.

#### **RULE 15 –LIMITATION OF LIABILITY**

- **A.** The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
- **B.** In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Sections 1 and 2 of this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company including exchange, toll, private line, alphabetical directory listings (excluding the use of bold face type), and all other services shall in no event exceed an amount equal to the pro rata charges to Customer for the periods during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

#### INTEREXCHANGE CARRIER

#### II. RULES

(Continued)

# RULE 16 – SERVICE CONNECTIONS AND FACILITIES ON CONFINEMENT FACILITY PREMISES

The Company does not install service connections or facilities on Confinement Facility premises in connection with its telephone Prepaid Debit Service.

#### **RULE 17 -- EMPLOYEE SERVICE**

There are no employee rates in effect.

#### **RULE 18 -- BACKBILLING PROCEDURE**

The Company does not render bills in connection with its telephone Prepaid Debit Card Service.

#### **RULE 19 – SERVICES PROVIDED BY OTHER CARRIERS**

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

#### INTEREXCHANGE CARRIER

# II. RULES (Continued)

#### RULE 20 – CONSUMER PROTECTION INFORMATION

The Company is providing the below information on its California customer invoices to assist in the event of a complaint.

Questions about your bill? Please call 800-844-6591 to speak with a customer service representative. Consumers can file complaints by phone or in writing with the California Public Utilities Commission's Consumer Affairs Branch. To file a complaint via phone with the Commission's Consumer Affairs Branch, consumers must call 1-800-469-7570 from Monday to Friday, 8:30 a.m. to 4:30 p.m. Representatives are available to assist in the language of your choice. Representatives can answer questions and, depending on the issue can contact your utility provider directly to facilitate problem resolutions.

To file a complaint in writing there are three options:

- 1. Online at https://appsssl.cpuc.ca.gov/cpucapplication/
- 2. By fax: 415-703-1158
- 3. Mail to:

California Public Utilities Commission Consumer Affairs Branch 505 Van Ness Avenue San Francisco, CA 94102-3298

Written complaints are evaluated and, if applicable, submitted to the utility as an Informal Complaint. For more information, please visit the Consumer Affairs Branch website at https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/consumer-affairs-branch.

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well as their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to	English	1-800-735-2929
Voice	Spanish	1-800-855-3000
Voice to	English	1-800-735-2922
TTY/VCO/HCO	Spanish	1-800-855-3000
From or to Speech-to- Speech	English & Spanish	1-800-854-7784

#### INTEREXCHANGE CARRIER

#### III. FORMS

The following is the form of the Prepaid Debit Card to be used by the Company in California.

#### [FRONT OF CARD]



#### PREPAID CALLING CARD

EXPIRATON DATE 6 MONTHS FROM DATE FIRST ISSUED

FOR USE BY AUTHORIZED USER ONLY

FOR DISTRIBUTION WITHIN INTENDED FACILITY ONLY

NO REFUNDS - 2 MINUTE PREPAID CALLING CARD

#### [BACK OF CARD]

- 1. Follow the prepaid prompt as instructed
- 2. Listen for voice prompts.
- 3. When prompted enter PIN number:

#### XXXXXXXXX

4. For calls in the U.S., Canada, and Caribbean Dial area code + phone number. For International calls Dial 011 + country code + phone number. International, Canada and Caribbean calls will be charged at a higher rate than U.S calls.

- 1. Siga a los pies pagados por anticipado
- 2. Espera por Las Instruciones Devoz
- 3. Espere la voce:

### (Site Name) \$XX

4. Luego marque su numero de dose digilos que aparece, y escushe las instruciones siguientes.
Los cargos de las Llamas Internacionales, Canada and Caribbean son mas altas que dentro de U.S.

If you use this card outside this facility: Dial 1-877-990-9442

Additional charges apply when used at a public payphone.

Inventory control #: XXXX