



EVERCOM

November 18, 2010

VIA OVERNIGHT DELIVERY

**Ms. Rosemary Chiavetta, Commission Secretary**  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, Pennsylvania 17120

Re: Evercom Systems, Inc.  
Company Name Change Notification - Revisions

*A-310614*

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Ms. Chiavetta:

Please find enclosed an original and seven copies of additional materials regarding a name change for Evercom Systems, Inc. ("Evercom"). The Company has included the following documents: revised tariff pages as advised by Commission Staff.

Evercom sincerely appreciates your attention to this matter. Should you have questions regarding this filing, please contact the undersigned at (972) 277-0395 or [ecurry@securustech.net](mailto:ecurry@securustech.net). You may also contact the undersigned at (972) 277-0319.

Respectfully submitted,

Erin L. Curry  
Regulatory Analyst

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 Issued: November 8, 2010

Effective: November 9, 2010

 BY: Curtis Hopfinger  
 Director, Government & Regulatory Affairs  
 14651 Dallas Parkway, Suite 600  
 Dallas, Texas 75254

**EXPLANATION OF SYMBOLS – CODING OF TARIFF REVISIONS**

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

C – Change in Regulation, but No Change in Rate or Charge

D – Change Resulting in a Decrease in Rates

I – Change Resulting in an Increase in Rate or Charge

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**2. APPLICATION OF TARIFF**

- 2.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company between points within the Commonwealth of Pennsylvania. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.2 The services offered by the Company subject to this tariff consist of furnishing Collect Calls through store and forward technology incorporating an automated operator and the resale of transmission services of other carriers.
- 2.3 Because the services offered hereunder are provided to inmates of a Confinement Facility or similar institution, 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, except those related to a Debit Account; 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 inmates, and/or limiting call duration to a time interval established by the facility administration.
- 2.4 Service furnished by the Company may be connected with services or facilities of other authorized Common Carriers and with private systems, subject to the technical limitations established by the Company. The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying Common Carriers who may be subject to the jurisdiction of this Commission.
- 2.5 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.
- 2.6 The Company's obligation to furnish service hereunder is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and contractual rights necessary for the provision of the service.

**3. GENERAL REGULATIONS (Continued)**

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

3.2.4 The Company shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omission, errors or defects in providing it services, whatever shall be the cause and whether negligent or otherwise.

3.2.5 The Company shall not be liable for and shall be indemnified and saved harmless by any End User or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any End User or any other entity or any other property whether owned or controlled by the End User or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the End User or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.

3.2.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

**3.3 Responsibilities of the End User or Inmate User**

3.3.1 Except for Prepaid Service, the End User is responsible for payment of applicable charges set forth in this tariff.

3.3.2 The End User is responsible for compliance with applicable regulations set forth in this tariff.

3.3.3 The Inmate User is responsible for establishing its identity as often as necessary during the course of a call.

3.3.4 The Inmate User is responsible for identifying the party or person with whom communication is desired and/or made at the called number.

**3.4 Cancellation or Interruption of Services**

3.4.1 Without incurring liability the Company may immediately discontinue services or may withhold the provision of ordered or contracted services:

3.4.1.A For non-payment of any sum due the Company for the services,

3.4.1.B For violation of any of the provisions of this tariff,

3.4.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or

**3. GENERAL REGULATIONS (Continued)**

**3.4 Cancellation or Interruption of Services (Continued)**

- 3.4.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 3.4.2 Without incurring liability, the Company may interrupt the provision of services at any time in compliance with tariff regulations and the proper installation and operation of the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 3.4.3 Service may be discontinued by the Company, without notices, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services, as set forth in Section 2.3 of this tariff. The Company will restore service as soon as it can be provided without undue risk.
- 3.4.4 The Company may refuse to provide service without prior notice when the called party refuses to accept the charges or has subscribed to billed number screening, prohibiting acceptance of such call.

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**4. RATE DETERMINATION (Continued)****4.1 Determination of Mileage (Continued)**

The formula for calculating the distance between rate centers is:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

where (V1, H1) are the coordinates for the originating rate center and (V2, H2) are the coordinates for the terminating rate center.

**4.2 Call Timing**

Timing of each collect call begins when the Called Station accepts responsibility for the charges and ends when either party hangs up, as determined by standard industry methods in use for ascertaining answer and disconnect, including hardware answer supervision in which the industry methods in use for ascertaining answer and disconnect, including hardware answer supervision in which the LEC sends a signal to the switch or the software utilizing audio tone detection, or as determined by industry standards methods generally in use for ascertaining answer and disconnect as determined by the underlying Common Carrier for the Company's services, where answer supervision is available. The Company will not knowingly bill for uncompleted calls.

**5. PAYMENTS AND CHARGES**

**5.1 Billing Arrangements**

5.1.1 Charges for services hereunder may be:

5.1.1.A billed directly by the Company,

5.1.1.B included on the End User's regular home or business telephone bill, pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

5.1.2 When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.

5.1.3 The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. End Users may be assessed a late fee on past due amounts at the maximum lawful rate under applicable state law. If an End User presents an undue risk of non-payment at any time, the Company may require that the End User pay its bills within a specified number of days and make payments in cash or the equivalent of cash.

5.1.4 If the End User does not pay his bill or exceeds the Payment Verification Point on his account, as set forth in Section 5.2, the Company reserves the right to suspend the End User's ability to receive collect calls from a Confinement Facility.

5.1.5 End Users with questions about invoices may contact the Company directly at its customer service center in Selma, Alabama at 800/844-6591. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the End User.

5.1.6 In the event the Company incurs fees or expenses in collecting or attempting to collect any charges owed the Company, the End User will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**5. PAYMENTS AND CHARGES (Continued)****5.2 Payment Verification Point**

A Payment Verification Point (PVP) is set for all accounts as a means for the Company to minimize the risk of loss, with an initial amount established for new End Users. This system enables the Company to readily identify situations where high call volumes may indicate fraudulent use of a telephone number unbeknownst to the legitimate End User or where the End User has no intent of paying outstanding charges.

For these reasons, new End Users are assigned an initial PVP until a payment history is developed or contact is made with the End User. Upon reaching 75% of the PVP amount, End Users are automatically notified and requested to contact the Company's Customer Care Center because the line will be automatically blocked once the PVP threshold is exceeded. The End User is notified again when the block is put in place.

Upon contacting the Company, End Users may discuss the limit on the account and solutions to release a block if fraud or intentional End User abuse is not suspected. While End Users are given the opportunity to have blocks removed and their balance restored to zero to allow more calls, the PVP threshold will remain unchanged. For example, End Users may establish a prepay account or pay outstanding charges to remove a call block. The PVP amount is subject to change periodically, depending on an End User's calling patterns, payment history and duration of the End User relationship.

**5.3 Contested Charges**

For consideration of any disputed charge, the End User must submit in writing to the Company, within thirty (30) days of the date the bill is issued, the call details and bases for any requested adjustment. The Company will promptly investigate and advise the End User as to its findings and disposition.

**6. RATES AND CHARGES**

This section sets forth the rates and charges applicable to the Company's intrastate telecommunications service offering. Charges consist of a variable measured charge for usage, depending on the distance and time of day of the call, plus a non-measured surcharge.

Rates charged will not exceed the Highest Interexchange Transporter Day Rates (HITDR) or surcharge (HITC) of other carriers operating in the states.

6.1 [Reserved]

**6.2 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. Applicable state taxes and fees are included in the rates and charges for the calls made. 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.

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.

From: Origin ID: ADSA (214) 783-6077  
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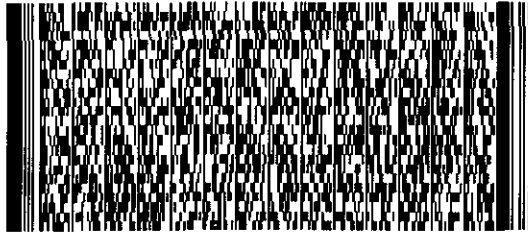
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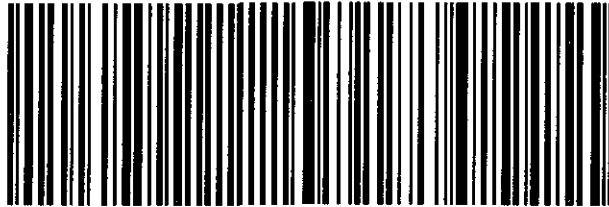
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