

EXHIBIT 1

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
COLES COUNTY, ILLINOIS

JAMAL SHEHADEH,

PLAINTIFF,

V.

CONSOLIDATED COMMUNICATIONS
PUBLIC SERVICES, INC., ILLINOIS
DEPARTMENT OF CORRECTIONS, AND
ILLINOIS DEPARTMENT OF CENTRAL
MANAGEMENT SERVICES,

DEFENDANTS.

Case No. 2011-SC-558

AMENDED COMPLAINT

NOW COMES the Plaintiff, JAMAL SHEHADEH pro-se, and for his Amended Complaint against the Defendants, CONSOLIDATED COMMUNICATIONS PUBLIC SERVICES, INC., ILLINOIS DEPARTMENT OF CORRECTIONS, and the ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, incorporates by reference all of the facts stated in the Complaint for Damages Resulting from a Breach of Contract filed with this Court on June 20, 2011 and further states the following:

NATURE OF THE CLAIM

1.) This is an action to recover money lost by the Plaintiff as a result of the Illinois Department of Corrections' failure to properly monitor the State's contract for telephone service with Consolidated Communications Public Services as required by it's Administrative Directives, the failure of the Illinois Department of Corrections to report offenders' issues with the telephones to Consolidated Communications Public Services and the Illinois Department of Central Management Services, the failure of the Illinois Department of Central Management Services to properly monitor and

enforce the terms of the State's contract with Consolidated Communications Public Services, and Consolidated Communications Public Services' failure to comply with the terms of it's contract with the State;

JURISDICTION AND VENUE

2.) The Circuit Court of Coles County is an appropriate venue since Consolidated Communications Public Services ("CCPS") maintains offices in Mattoon, Coles County and the State's contract for service to the Illinois Department of Correction ("IDOC") was negotiated, in part, in Coles County among CCPS, IDOC, and the Illinois Department of Central Management Services ("CMS");

PARTIES

3.) Plaintiff is a resident of Taylorville, Christian County Illinois, who is currently committed to the custody of the IDOC and housed at:

Logan Correctional Center
1096 1350th Avenue
P.O. Box 1000
Lincoln, IL 62656;

4.) Defendant IDOC is a State agency that maintains central offices at:

Illinois Department of Corrections
1301 Concordia Court
Springfield, IL 62702;

5.) Defendant CMS is a State agency that maintains central offices at:

Central Management Services
720 Stratton Building
401 South Spring Street
Springfield, IL 62706;

6.) Defendant CCPS is a public utility registered to conduct business in the State of Illinois with offices located at:

Consolidated Communications Public Services, Inc.
1501 Charleston Avenue
Mattoon, IL 61938

and is represented by:

Ms. Lisa Natter
Schiff Hardin, LLP
233 S. Wacker Dr., Ste. 6600
Chicago, IL 60606

and

Mr. Sean Hocking
Craig & Craig
1807 Broadway Ave.
Mattoon, IL 61938;

STATEMENT OF FACTS

7.) Between February 22, 2011 and August 3, 2011 Plaintiff's pre-paid telephone calls placed on Defendant CCPS's equipment were terminated early no fewer than ten times after Plaintiff's account had been debited the connect charge, due to defective and improperly maintained telephone equipment;

8.) Between February 22, 2011 and September 7, 2011 Plaintiff notified all Defendants in writing of the problems with the offender telephones and even spoke personally with Defendant CCPS's counsel about the problems but nothing was done to remedy them. See attached correspondence to and from Plaintiff, Defendant IDOC, and Defendant CMS as well as the communication dated July 18th to Defendant CCPS;

9.) Defendant IDOC failed to report Defendant CCPS's frequent equipment issues and failure to make timely repairs as required by CCPS's contract with CMS (CMS contract No. TCVS 0302) to Defendant CMS and IDOC administration as required by IDOC Administrative Direc-

tive governing the monitoring of contracts. See attached IDOC Administrative Directive;

10.) Defendant IDOC failed to report telephone problems to Defendant CCPS so that timely repairs could be made, as required by §§ 4.6.4.2 and 4.6.4.3 of CCPS's contract with CMS and IDOC. See CMS contract No. TCVS 0302;

11.) Defendant CCPS failed to comply with the terms of it's contract with Defendants CMS and IDOC as required by it's Tariff governing service of jail and correctional institutions on file with the Illinois Commerce Commission. See CCPS Tariff No. 3 at § 2.12 attached hereto;

12.) Defendant CMS failed to ensure compliance by Defendant CCPS with the terms of it's contract with the CMS and IDOC;

LEGAL ARGUMENT

13.) Defendants CCPS, IDOC, and CMS are jointly liable to the Plaintiff for damages resulting from Plaintiff's prematurely ended telephone calls;

PRIOR LITIGATION

14.) On June 20, 2011 Plaintiff filed suit against Defendant CCPS in Coles County Circuit Court for breach of it's contract with CMS and IDOC and on September 7, 2011 that complaint was dismissed at the request of CCPS which claimed that Plaintiff did not have standing to sue to enforce the terms of a contract between CCPS and the State of Illinois;

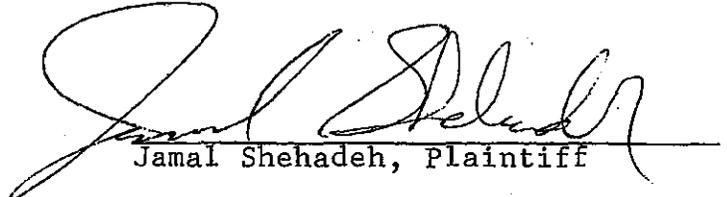
15.) On or about September 27, 2011 Plaintiff filed a complaint against CCPS with the Illinois Commerce Commission requesting, in part, that CCPS comply with the terms of it's contract with the State;

RELIEF SOUGHT

WHEREFORE Plaintiff prays that this Honorable Court grant the following relief:

- 16.) Jury trial on all issues triable by jury;
- 17.) Damages of not less than \$1.00;
- 18.) Plaintiff's costs including compensation for time spent to prosecute this claim;
- 19.) Any other relief this Court deems just, fair, and equitable.

Respectfully submitted,



Jamal Shehadeh, Plaintiff

Certificate of Service

I Jamal Shehadeh do hereby swear and affirm under penalties of perjury that a copy of the foregoing was served on the counsel of record for Defendant Concolidated Communications Public Services Inc., by placing same in U.S. Mail addressed to:

Ms. Lisa Natter
Schiff Hardin, LLP
233 S. Wacker Dr.
Suite 6600
Chicago, IL 60606

Mr. Sean Hocking
Craig & Craig
1807 Broadway Avenue
Mattoon, IL 61938

on this the _____ day of September, 2011.

Jamal Shehadeh #s10300
Logan Correctional Center
P.O. Box 1000
Lincoln, IL 62656

Mr. Jamal Shehadeh #s10300
Logan Correctional Center
P.O. Box 1000
Lincoln, IL 62656

July 18, 2011

Consolidated Communications
Attn: Customer Service
121 South 17th Street
Mattoon, IL 61938

Re: Service Issues With IDOC Phones

To whom it may concern:

I am writing to inform you that two of the Inmate Stations in housing unit one at Logan Correctional Center are broken. On July 12th telephone number ten and on July 14th and 17th telephone number twelve stopped working and I had to terminate my call early. All three times the reception became so poor that the called party could no longer hear me.

Please look into this matter. I have attempted to have phone issues addressed by having my family contact your customer service center but they are told that the IDOC has to notify you directly. This is not fair to offenders or their families because Logan Correctional Center has no procedure in place to ensure that phone issues brought to the attention of IDOC staff are forwarded to your customer service department.

Sincerely,

Jamal Shehadeh

Certificate of Service

I Jamal Shehadeh do hereby swear and affirm under penalties of perjury that a copy of the foregoing letter was mailed to the Defendant on this the 18th day of July, 2011.



Jamal Shehadeh #s10300
Logan Correctional Center
P.O. Box 1000
Lincoln, IL 62656

August 2, 2011

Central Management Services
Office of Director
720 Stratton Building
401 South Spring Street
Springfield, IL 62706

Re: Compliance with contract #TCVS0302 &
New Freedom of Information Request

To whom it may concern:

I am writing on behalf of all Illinois Department of Corrections offenders and their families and friends to express serious concern with your agency's monitoring of the contract the State has with Consolidated Communications Public Services, Inc. for service of the IDOC's offender telephone system.

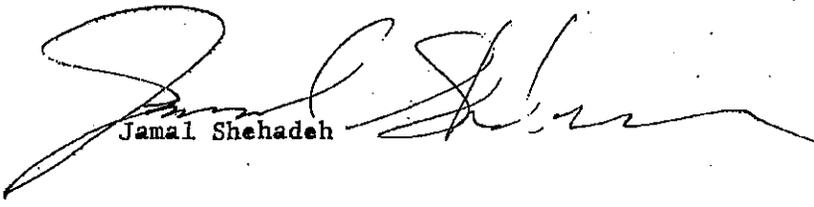
The vendor is in violation of several sections of its contract including but not limited to sections 4.6.4.2 and 4.6.4.3 which require repairs to be made within two hours for major outages (25% or more phones broken & minor outages that exceed 30 hours) and twenty four hours for minor outages (all other repairs). I currently share four phones with 152 offenders - section 3.12.2 suggests that there be one for every ten offenders - and on any given day at least one of the four phones is inoperable. Repairs often take weeks as there is no formal procedure in place for IDOC to report offenders' issues with the telephones to the vendor.

Since, at the time the contract was entered into, the population of Logan Correctional Center was half of what it is currently, I am requesting that CMS direct the vendor to double the number of phones currently in the housing units. This will still not meet the State's need of one telephone for every ten offenders as specified in the contract but will reduce congestion.

Finally, pursuant to the Illinois Freedom of Information Act 5 ILCS 140/1 et seq., I am requesting that your agency furnish me with copies of the escalations list (4.6.4) and the trouble call reports (4.6.4.5) for Logan Correctional Center since the contract was entered into or as far back as possible but not exceeding the 5) free pages I am permitted under the FOIA.

Thank you for your assistance.

Sincerely,


Jamal Shehadeh



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Malcolm Weems, Acting Director

August 12, 2011

Jamal Shehadeh #S10300
Logan Correctional Center
P.O. Box 1000
Lincoln, IL 62656

RE: Consolidated Communications Inc. Inmate Calling Services Contract

Dear Mr. Shehadeh:

Thank you for writing to the Department of Central Management Services ("CMS") with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On August 5, 2011, you requested copies of the escalation list and the trouble call reports for Logan Correctional Center since the Consolidated Communications Inc. contract was in effect. You requested the responsive documentation not exceed 50 pages.

Under the Freedom of Information Act, a public body may extend the time to respond to a FOIA request by up to 5 business days for a limited number of reasons. 5 ILCS 140/3(e). We are extending the time to respond to your request by 5 business days for the following reason:

"the request is couched in categorical terms and requires an extensive search for the records responsive to it;" 5 ILCS 140/3(e)(iii)

We will respond to your request by August 19, 2011.

Sincerely,

Sunny Clark
CMS FOIA Officer



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Malcolm Weems, Acting Director

August 18 2011

Jamal Shehadeh #S10300
Logan Correctional Center
P.O. Box 1000
Lincoln, IL 62656

Dear Mr. Shehadeh:

Thank you for writing to the Department of Central Management Services ("CMS") with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On August 5, 2011, you requested copies of the escalation list and the trouble call reports for Logan Correctional Center since the Consolidated Communications Inc. contract was in effect. You requested the responsive documents not exceed 50 pages, so as not to incur a copy charge fee.

CMS does not maintain the materials requested; therefore, we have no responsive documents.

Sincerely,

Sunny Clark
CMS FOIA Officer



Illinois
Department of
Corrections

Pat Quinn
Governor

S. A. Godinez
Director

1301 Concordia Court • P.O. Box 19277
Springfield IL 62794-9277

Telephone: (217) 558-2200
TDD: (800) 526-0844

July 18, 2011

Jamal Shehadeh, S10300
Logan Correctional Center
PO Box 1000
Lincoln, IL 62656

Re: Freedom of Information Act Request #110713170

Dear Mr. Shehadeh:

This letter is in response to your request to the Illinois Department of Corrections for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq.

You have requested the most recent Departmental directory including contact information of all key IDOC personnel. Your request is granted and a copy is enclosed.

You have also requested Consolidated Communications Public Service's monthly summary report of Trouble-Call Records for the past year. The Illinois Department of Corrections has not documents responsive to this request.

You have a right to have the denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General, pursuant to 5 ILCS 140/9.5(a). You can file your request for review with the PAC to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706

You also have the right to seek judicial review of your denial by filing a lawsuit in the state circuit court, pursuant to 5 ILCS 140/11.

If you choose to file a request for review with the PAC, you must do so within 60 calendar days of the date of this denial letter (5 ILCS 140/9.5(a)). Please note that you must include a copy of your original FOIA request and this denial letter when filing a request for review with the PAC.

Sincerely,

A handwritten signature in black ink that reads "Mandy Bentley". The signature is written in a cursive style with a long, sweeping underline.

Mandy Bentley
Acting Freedom of Information Officer

Enclosure



Illinois
Department of
Corrections

Pat Quinn
Governor

S. A. Godinez
Director

1301 Concordia Court • P.O. Box 19277
Springfield IL 62794-9277

Telephone: (217) 558-2200
TDD: (800) 526-0844

August 29, 2011

Jamal Shehadeh, S10300
Logan Correctional Center
PO Box 1000
Lincoln, IL 62656

Re: Freedom of Information Act Request #110810077

Dear Mr. Shehadeh:

This letter is in response to your request to the Illinois Department of Corrections for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq.

You have requested the following documents:

1. An original request letter and all correspondence from IDOC from IDOC file number 110526246.

Response: The request for your original request is granted with document included. All other correspondence requested is denied pursuant to 5 ILCS 140/3(g) in that this request is identical to records which have previously been provided to you, therefore your request is denied.

2. All IDOC rules, policies, AD's or other documents governing FOIA requests to the Department.

Response: Your request is granted and Administrative Directive 01.02.125 and Departmental Rule 851 are enclosed.

3. Copies of the DOC forms used to transfer inmates.

Response: There are no responsive records to this request.

4. Copy of the transfer request submitted for inmate Shehadeh for May or June 2011.

Response: This request denied pursuant to Section 7(1)(a) of the Freedom of Information Act which provides "Information specifically prohibited from disclosure by Federal or State law or rules and regulations implementing Federal or State law." 730 ILCS 5/3-5-1(b) states

the master record files of committed persons shall be confidential and access shall be limited to authorized persons. In addition, Title 20, Section 107.310 of the Illinois Administrative Code states "The master record files of committed persons shall be confidential and access shall be limited to authorized persons. Committed persons shall not be permitted access to their master record files except as expressly permitted by law or this Subpart." As this information is contained in your master record file, it is exempt from disclosure. Specifically 730 ILCS 5/3-5-1(a)(3) requires IDOC to maintain your assignment reports in the Master Record File.

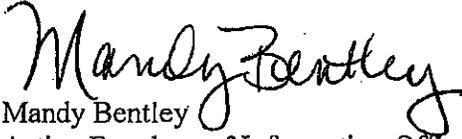
You have also requested Consolidated Communications Public Service's monthly summary report of Trouble-Call Record for the past year. The Illinois Department of Corrections has no documents responsive to this request.

You have a right to have the denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General, pursuant to 5 ILCS 140/9.5(a). You can file your request for review with the PAC to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706

You also have the right to seek judicial review of your denial by filing a lawsuit in the state circuit court, pursuant to 5 ILCS 140/11. If you choose to file a request for review with the PAC, you must do so within 60 calendar days of the date of this denial letter (5 ILCS 140/9.5(a)). Please note that you must include a copy of your original FOIA request and this denial letter when filing a request for review with the PAC.

Sincerely,


Mandy Bentley
Acting Freedom of Information Officer

Enclosure



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Malcolm Weems, Acting Director

August 30, 2011

Logan Correctional Center
Attn: Jamal Shehadeh #S10300
P.O. Box 1000
Lincoln, IL 62656

RE: Subpoena for Records
Case No.: 2011SC558 Coles County

Dear Mr. Shehadeh:

Enclosed please find the above reference subpoena request that was sent to the State of Illinois, Central Management Services (CMS) requesting "all trouble call reports for Logan C.C. produced in the past 12 months in accordance with Section 4.6.4.5 of the contract for Supplies & or Services with Consolidated -Contract # TCVS0302.". Please be advised that CMS does not have any records responsive to this subpoena. The subpoena should be directed to the company/vendor Consolidated Communications.

Sincerely,

Daymon Ruttenger
Deputy General Counsel
Illinois Department of Central Management Services

Enclosure

cc: File

Illinois Department of Corrections	ADMINISTRATIVE DIRECTIVE		Number	02.20.182
			Page	1 of 4
			Effective	7/1/2002
Section	02	Fiscal and Business Management		
Subsection	20	Procurement		
Subject	182	Contract Monitoring		

I. POLICY

A. Authority

Illinois Procurement Code, 30 ILCS 500/1-1 et. seq.

B. Policy Statement

The Department shall monitor all contracts except major construction contracts awarded by the Capital Development Board.

II. PROCEDURE

A. Purpose

The purpose of this directive is to define the responsibility for monitoring services rendered pursuant to written contracts.

B. Applicability

This directive is applicable to all bureaus, divisions, and offices within the Department.

C. Internal Audits

An internal audit of this directive may be conducted annually in accordance with the facility internal audit schedule.

D. Designees

Individuals specified in this directive may delegate stated responsibilities to another person or persons unless otherwise directed.

E. General Provisions

1. The Chief Administrator shall monitor all contracts for services. This shall include ensuring services rendered meet specifications and that contractors provide only those services authorized by the contract or by the Chief Administrator and in the manner specified by the terms of the contract.
2. The Chief Administrator shall contact Procurement in Springfield to determine appropriate action if problems are not resolved.

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 2 of 4	Number 02.20.182
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F. Requirements

1. Monitoring Process

Monitoring procedures shall be developed and implemented within 30 calendar days following the date the contract is signed by the Director, or in the case of local contracts under \$10,000, by the Chief Administrator.

- a. The Business Administrator shall monitor all contracts to ensure contract billings are reconciled with sign-in sheets and other reports relevant to services provided. Monitoring of operational aspects of contracts shall be assigned to appropriate positions in the facility.
- b. The Chief Administrator shall assign an individual to monitor each contract. This individual shall be titled Monitoring Coordinator.
- c. The Monitoring Coordinator shall:
 - (1) Develop individual monitoring procedures for each contract for which he or she is assigned.
 - (2) Identify, by position title, the on-site staff member assigned to monitor specific duties of the contractor.
 - (3) Assign monitoring tasks to staff who are employees of the Department and who have expertise in the area of services being provided or who have proximity to visually confirm services being rendered.
 - (4) Ensure each specification of the contract is monitored.
- d. The following are examples of recommendations for assignments:
 - (1) The Health Care Unit Administrator or the Assistant Warden of Programs may be assigned to monitor medically related services. Comprehensive healthcare monitoring procedures and standardized forms are established and are available through the Office of Health Services. Use of these forms is required.
 - (2) The Chief Engineer may be assigned to monitor maintenance related services.
 - (3) Correctional officers may be assigned to monitor services such as garbage removal and pest control.
- e. Monitoring standards shall include a statement to identify:

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 3 of 4	Number 02.20.182
-------------------------------------	------------------------------	----------------------------	----------------------------

- (1) Who will be assigned to monitor identified specifications referenced by title and name;
- (2) How the specification is to be monitored;
- (3) How often the services will be monitored;
- (4) Documentation used to support services rendered; and
- (5) To whom the monitoring reports will be submitted and how often, for example, daily, weekly, or monthly.

NOTE: Each monitoring standard statement shall be referenced by number to the specification being monitored. Example: Statement #1 - Monitors Specs. #1, 2, 6, and 7.

2. Reporting Procedures

a. The facility Monitoring Coordinator shall:

- (1) Immediately report critical violations of contract specifications to the Chief Administrator. Major incidents, such as security violations, shall be reported immediately to the respective Deputy Director.
- (2) Prepare and submit a written report quarterly to the Chief Administrator and the Business Administrator.

b. Quarterly reports shall detail identified problems with contractors not meeting specifications. If the Quarterly Report cites negative performance, a follow-up report covering those areas identified as deficient shall be submitted each month until the problems are resolved to the satisfaction of the Chief Administrator.

c. The format for the Quarterly Contract monitoring report may be in the form of a memorandum to the Chief Administrator or a summary report. In all cases, the report shall contain, at minimum, the following information:

- (1) Contractor's name;
- (2) Contract number and dollar amount;
- (3) Brief description of services;
- (4) Summary of all problems identified through the monitoring of the contract as reflected on contract monitoring compliance reports;

Illinois Department of **Corrections**

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 4 of 4	Number 02.20.182
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- (5) The description of the corrective action taken to resolve the problems;
 - (6) Other recommendations by the Monitoring Coordinator, if applicable; and
 - (7) The name, title, and signature of the Monitoring Coordinator.
- d. Quality Assurance Committee reports may be a part of monitoring reports.

Authorized by:

Donald N. Snyder Jr.

Supersedes:

02.20.182

AD

8/1/1993

Illinois Department of Corrections	ADMINISTRATIVE DIRECTIVE		Number	02.20.181
			Page	1 of 8
			Effective	7/1/2002
Section	02	Fiscal and Business Management		
Subsection	20	Procurement		
Subject	181	Contracts for Services		

I. POLICY

A. Authority

Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
 44 Ill. Adm. Code 1.10, et seq.

B. Policy Statement

The Department shall award contracts for services in compliance with appropriate statutes and procurement rules promulgated by the Department of Central Management Services (CMS).

II. PROCEDURE

A. Purpose

The purpose of this directive is to establish policy regarding bidding, negotiating, and awarding of contracts for services other than personal service contracts. Personal services contracts are covered in Administrative Directive 02.20.184.

B. Applicability

The directive is applicable to all bureaus, divisions, and offices within the Department.

C. Internal Audits

An internal audit of this directive may be conducted annually in accordance with the facility internal audit schedule.

D. Designee

Individuals specified in this directive may delegate stated responsibilities to another person or persons unless otherwise directed.

E. Definitions

Competitive bidding – a process of seeking bids from vendors in an open market to obtain services meeting minimum specifications at the lowest cost.

Consultant services – services rendered by a business entity which will result in expert or professional advice, plans, or reports regarding the management or operation of the Department or any of its functions.

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 2 of 8	Number 02.20.181
-------------------------------------	-----------------------	---------------------	---------------------

Formal bidding – structured process of obtaining written competitive bids by advertising for bids in the Illinois Procurement Bulletin and the public opening of sealed bids at a specified time and place.

Informal bidding – a process of obtaining written bids or quotes by telephone or letter solicitation.

Invitation for Bid – a process of obtaining written documentation from a vendor of services to be provided. Most often used for pre-defined specific needs in which the low bidder must meet the specifications.

Personal services – services contracted with and rendered by individuals as opposed to services rendered by employees of corporations, partnerships, or other business entities. Personal services contracts are generally defined as contracts, directly with individuals such as medical practitioners, teachers, attorneys, consultants, or individuals who could otherwise be considered employees of the Department.

Professional and artistic (P & A) services – services provided under a contract by a business acting as an independent contractor, qualified by education, experience, and technical ability.

Purchase of Care – a contract with a business entity for the furnishing of medical, educational, psychiatric, vocational, rehabilitative, social, or human services directly to a recipient of a State aid program.

Request for Proposal – a process of obtaining written documentation from a vendor of services to be provided. Requests for proposals are most often used in obtaining professional or artistic services, including services that require evaluation of technical and program components. Requests for proposal must be published in the Illinois Procurement Bulletin by Procurement.

Responsible Bidder – an individual, partnership, or corporation that meets minimum qualifications regarding financial status, experience, and reputation; has the appropriate license to do business; and meets all requirements necessary to perform the required services.

Responsive Bidder – a bidder who has submitted a bid that conforms in all material respects to the Invitation for Bid or Request for Proposal, including meeting minimum specifications.

Sole source procurement – services provided by one source only within a locality such as telephone service, electrical energy, public utilities, or in a larger context, subscriptions to published materials, or highly technical services related to specialty-designed business and research equipment. All Sole Source procurements over \$25,000 must have prior approval from CMS.

F. General Provisions

1. Any services that will exceed one million dollars over the term of the contract require the approval of CMS and the Governor's Office prior to bidding the service.
2. The Chief Administrator shall ensure compliance with applicable statutes and procurement rules. Awarding of contracts by Departmental personnel shall comply with the basic provisions of said statutes and rules.
3. For formal bidding, the Business Administrator shall ensure that all appropriate documentation is gathered, properly formatted, and provided to Procurement for advertisement on the internet for both bidding and notice of contract award. The Business Administrator shall also conduct the bid opening and complete the contract award process.

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 3 of 8	Number 02.20.181
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4. Managers shall submit specifications to the Business Administrator for the services to be contracted that are within the scope of their functional duties. For example, the chief engineer or other designated staff shall be responsible for specifications for grounds and building maintenance services.
5. Stringing or knowingly structuring a contract to avoid the contract being subject to competitive bidding requirements is unlawful and shall be prohibited. Total projected cost for multi-year contracts shall be considered in determining formal sealed bidding requirements.
6. Department facilities and programs should contact Procurement prior to making sole source determinations to ensure the Department is in compliance with approval and public notice requirements unique to sole source procurements.
7. If the service being procured is a Small Business Set-Aside category, the contract shall be awarded to a CMS-registered small business regardless of amount, unless an exemption is obtained from CMS.
8. Generally, the Chief Administrative Officer shall have the authority to award contracts for services up to \$10,000 with the exception of personal and consultant services contracts.
9. Generally, within established statutes and procurement rules, the Department shall have authority to enter into contracts for capital improvement projects up to \$5,000 charged to the Contractual Services Appropriation and projects \$25,000 or under charged to the Repair and Maintenance and Capital Improvement Appropriations. Refer to Administrative Directive 02.03.101 for a definition and examples of capital improvements.
10. All contracts over \$10,000 and all professional and artistic, personal services, and consultant services contracts, regardless of amount, shall be submitted to the Division of Finance for appropriate approvals and the Director's signature.
11. Contracts for consultant services are subject to prior approval by the Director's Office.
12. The Division of Finance shall conduct compliance audits, review all contracts, obtain appropriate approvals, and file contracts with the Office of the Comptroller.

G. Bidding Procedures

If services subject to bidding, the Business Office shall decide if informal or formal procedures are to be followed to obtain competitive bids.

1. Informal Bidding

If a one-time service or an on-going service is anticipated to be \$25,000 or less, the Business Office shall seek informal competitive bids.

- a. As a general rule, for services under \$2,500, the Business Administrator shall contact at least three vendors, if possible, by letter or telephone ensuring that each vendor is bidding on the same service specifications.
- b. For services from \$2,500 to \$25,000, inclusive, the Business Office shall request written quotes from at least three vendors, if possible.

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 4 of 8	Number 02.20.181
-------------------------------------	------------------------------	----------------------------	----------------------------

- c. Emergency purchases or services \$25,000 or less may be contracted without bids; however, three quotes shall be obtained whenever possible. Refer to Administrative Directive 02.20.170.
- d. Informal bids shall be documented on the Bid Tabulation, DOC 0141.
- e. Informal bid documents, including documentation of telephone quotes, shall be maintained in the Business Office files for audit review.

2. Formal Bidding

Formal bidding procedures are required when seeking a one-time service or on-going service of over \$25,000. The facility Business Office shall:

- a. Submit the bid package to Procurement for publishing in the Illinois Procurement bulletin;
- b. Provide standard bid packages to vendor;
- c. Open sealed bids;
- d. Award the contract to the lowest responsible and responsive bidder; and
- e. Document formal bids on the Bid Tabulation, DOC 0141.

H. Requirements

1. Personal Services

Contract requirements for Personal Services contracts are covered under Administrative Directive 02.20.184.

2. Professional and Artistic (P & A) Services

The following are contract requirements for P & A Services:

- a. For P & A Services under \$20,000 the Business Administrator shall:
 - (1) Prepare service specifications.
 - (2) Contact at least three vendors, if possible, by letter or telephone ensuring that each vendor is bidding on the same service specifications. Written bids shall be required for services of \$2,500 or more, unless an emergency exists. Bids via facsimile are acceptable.
 - (3) Prepare a standard "Contract for Supplies and/or Services" (Contract) document and have it signed by the contractor, Chief Administrative Officer, and Director prior to services being rendered.
 - (4) If the P & A Service is \$5,000 or over, prepare a Contract Obligation Document (COD) and forward the COD and Contract to Procurement.
- b. For P & A Services \$20,000 and over the Business Administrator shall:
 - (1) Develop service specifications and evaluation criteria.

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 5 of 8	Number 02.20.181
-------------------------------------	------------------------------	----------------------------	----------------------------

- (2) Prepare a Request for Proposal (RFP) using the standard CMS RFP format. Depending on the type of service, submission of performance specifications and rate schedule may be required from the proposed vendor. It shall be clearly set out in the RFP that the award is based on best program points regardless of price.
- (3) Forward RFP to Procurement to publish in the Illinois Procurement Bulletin. Copy of RFP may be mailed to potential vendors.
- (4) Conduct the bid opening.
- (5) Evaluate bids and award contract.
- (6) Prepare a COD and forward the COD and Contract to Procurement.

3. Purchase of Care

Some services previously classified as P & A now qualify as purchase of care. Program staff have the option of preparing RFP's for these services. When an RFP process is required or utilized for Purchase of Care, it shall be clearly set out in the RFP that price is factored in with program points to determine award.

4. Consultant Services

Consulting services follow the same requirements as other contracts in Paragraph II.H.5. except for the following.

- a. Consultant services contracts are subject to prior approval by the Director.
- b. The Chief Administrator shall be responsible for ensuring appropriate approvals are obtained prior to the effective date of the contract or the beginning date of service.
- c. All contracts shall include the number of hours to be provided, the work schedule and hourly rate, and other financial agreement such as travel expenses, per diem, and lodging.
- d. Consultant contracts with individuals shall be in accordance with Administrative Directive 02.20.184.

5. Other Services

The need for services shall be identified and specifications shall be written by individual managers within the facility. The following are contract requirements for other services.

- a. For other services \$25,000 and under, the Business Administrator shall
 - (1) Prepare service specifications;
 - (2) Determine whether the service is one of the service categories that are designated as Small Business Set-Aside Program under Section 45-45 of the Illinois Procurement Code.

Illinois Department of Corrections

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 6 of 8	Number 02.20.181
-------------------------------------	------------------------------	----------------------------	----------------------------

- (3) Contact at least three vendors, if possible, by letter or telephone ensuring that each vendor is bidding on the same service specifications.
 - (a) Written bids shall be requested for services of \$2,500 or more, unless an emergency exists.
 - (b) Bids via facsimile are acceptable.
 - (4) If Small Business Set-Asides apply, obtain bid quotes from three CMS certified small businesses. If no bids are received from small businesses, request an exemption letter from CMS and re-bid to any vendor.
 - (5) Depending on the type of service, prepare a standard "Contract for Supplies and/or Services" (Contract) document and have it signed by the contractor and Chief Administrative Officer prior to services being rendered.
 - (6) If the service is over \$10,000, prepare a Contract Obligation document (COD), and forward the COD and Contract to Procurement.
- b. For other services over \$25,000, the Business Administrator shall:
- (1) Develop service specifications and evaluation criteria.
 - (2) Determine whether the service is one of the service categories that are designated as Small Business Set-Aside Program under Section 45-45 of the Illinois Procurement Code.
 - (3) Conduct formal bidding process by publishing the bid package in the CMS procurement Bulletin. Copy of the bid package may be mailed to potential vendors.
 - (4) If Small Business Set-Asides apply and no bids are received from CMS certified small businesses, request an exemption letter from CMS and re-publish the bid to any vendor.
 - (5) After sealed bids are submitted by vendors, evaluate bids and award the Contract to the lowest responsible and responsive bidder.
 - (6) Prepare a COD and forward the COD and Contract to Procurement.
6. **Rental/Lease of Equipment**
- Short and long term rentals, lease purchases and installment purchases for all equipment except for electronic data processing equipment shall be processed in accordance with Administrative Directive 02.20.120.
7. **Leases of Real Property**
- Real property leases are subject to CMS rules and regulations. Guidelines for contracting real property leases shall be in accordance with Administrative Directives 02.20.125, and 02.20.127.

Illinois Department of **Corrections**

ADMINISTRATIVE DIRECTIVE	Effective 7/1/2002	Page Page 7 of 8	Number 02.20.181
-------------------------------------	------------------------------	----------------------------	----------------------------

8. Emergency Purchasing

Declaration of any emergency only exempts the Agency from the formal bidding process. All other procurement laws and rules remain in effect. However, Small Business rules do not apply, but a good-faith effort should be made to include small businesses when soliciting bids. In addition, an Emergency Purchase Affidavit must be filed with the Office of the Auditor General. Emergency purchase and Affidavit filing requirements are outlined in Administrative Directive 02.20.170.

Authorized by:

Donald N. Snyder Jr.
Director

Supersedes:

02.20.181

AD

8/1/1993

This Tariff, I.C.C. Tariff No. 3, cancels and replaces Consolidated Communications Public Services, Inc.'s Illinois I.C.C. Tariff No. 2 currently on file with the Illinois Commerce Commission, in its entirety.

TITLE PAGE

ILLINOIS TELECOMMUNICATIONS TARIFF

OF

Consolidated Communications Public Services, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of automated operator assisted calling services for inmates and other incarcerated persons in correctional facilities provided by Consolidated Communications Public Services, Inc., This tariff is on file with the Illinois Commerce Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

This tariff is governed and interpreted according to the laws of the state of Illinois.

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

ILn0801

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing

Issued: July 16, 2008

Effective: July 17, 2008

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ILn0801

TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Symbols	4
Tariff Format	5
Section 1.0 - Definitions	6
Section 2.0 - Rules and Regulations	7
Section 3.0 - Description of Service and Rates	17

Issued: July 16, 2008

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Effective: July 17, 2008

ILn0801

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge

Issued: July 16, 2008
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Effective: July 17, 2008

ILn0801

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 pages 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 I.C.C. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the I.C.C. follows in their tariff approval process, the most current page number on file with the I.C.C. is not always the tariff pages in effect. Consult the check sheet for page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the I.C.C., 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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 I.C.C.

Issued: July 16, 2008

Effective: July 17, 2008

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ILn0801

SECTION 1.0 - DEFINITIONS

Authorized User - A person, or any other entity authorized to use CCPS' service.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of CCPS' automated collect service.

CCPS - Used throughout this tariff to mean Consolidated Communications Public Services, Inc., unless clearly indicated otherwise by the text.

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

Company or Carrier - Used throughout this tariff to refer to Consolidated Communications Public Services, Inc. unless otherwise clearly indicated by the context.

Correctional Institutions - Used throughout this tariff to refer to prisons, jails, penal institutions, confinement facilities or other facilities used for penalty purposes. Correctional Institutions are Subscribers of CCPS service, and make its service available to Inmates.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service or is responsible for the payment of charges and/or compliance with tariff regulations.

ICC - The Illinois Commerce Commission.

Inmates - Used throughout this tariff to refer to the jailed population of correctional institutions.

LEC - Local Exchange Company

Subscriber - The person, firm, partnership, corporation, or other legal entity (including Correctional Institutions) who enters into an agreement with CCPS for the provision of service to Inmates do not like transient public, all customers would be inmates. The Subscriber has a pre-existing business arrangement with the Company and is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Illinois under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff and pursuant to contracts with the correctional institutions. The Company may act as an agent for ordering access connection facilities provided by other carriers or entities to allow connection of a location to the Company

The Company's service is provided twenty-four (24) hours per day, seven (7) days per week or as dictated by the specific correctional facility.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Payment and Credit Regulations

2.2.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Illinois Commerce Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

For charges billed directly by the Company, bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, money order, major credit card, Check-by-Phone, or automated clearing house (ACH).

Issued: July 16, 2008

By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Payment and Credit Regulations, (Cont'd.)

2.2.2 Deposits

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

- A. For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.
- B. Upon discontinuance of service, the Company shall refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually at the required interest rate in accordance with Illinois Commerce Commission rules.

2.2.3 The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may require a prepayment of money. If customer rejects pre-pay option CCPS reserves the right to refuse to provide service.

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

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Payment and Credit Regulations, (Cont'd.)

2.2.5 Advance Payments

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

2.2.6 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance in accordance with Illinois Commerce Commission rules.

2.2.7 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Illinois law and Illinois Commerce Commission regulations.

2.2.8 Major Credit Card Charge Back Fee

A fee of \$10.00 will be assessed in the event a payment made via major credit card is declined by the credit card issuer.

Issued: July 16, 2008

By:

Michael Shultz, Vice President of Regulatory
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Effective: July 17, 2008

ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes, fees, governmental or quasi-governmental assessments in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Universal Service Funds.

Unless otherwise specified, all state and local taxes (i.e., sales tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the quoted rates.

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Inspection, Testing and Adjustment

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

Issued: July 16, 2008

Effective: July 17, 2008

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Inmate, Customer or Institution against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Inmate, Customer or Institution; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the company.

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Refusal or Discontinuance by the Company

The Company may refuse or discontinue service under the following conditions.

- 2.6.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.6.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.6.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.6.4 For non-compliance with and/or violation of Commission regulations or the Company's rules and regulations on file with the Commission.
- 2.6.5 For non-payment of bills for telephone service.
- 2.6.6 In the event of Customer, Authorized User or Subscriber use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.6.7 In the event of tampering with the equipment furnished and owned by the Company.
- 2.6.8 In the event of unauthorized or fraudulent use of service. Whenever service is suspended for fraudulent use of service, the Company may, before restoring service, require the Customer to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.9 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Limitations of Service

- 2.7.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.7.2 The Company reserves the right to discontinue or limit furnishing service, when necessitated by conditions beyond its control, or when the Customer or Subscriber is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.7.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.7.4 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.
- 2.7.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and neither the Customer nor Institution may transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.7.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.7.7 Service provided to Correctional Institutions for use by Inmates may be otherwise limited by the administration of the institution at its discretion.

Issued: July 16, 2008

Effective: July 17, 2008

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided or Institution-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Institution, except as otherwise provided. The Customer or Institution is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission and shall comply with CCPS requirements.

2.10 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.11 Other Rules

The company reserves the right to refuse to process Collect calls when authorization for use is denied or cannot be validated.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the Illinois Commerce Commission.

The Company reserves the right to refuse to process debit calls to a customer that has an outstanding bill for collect calls.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.12 Contract Services

Services to inmates in Correctional Institutions are provided pursuant to contract between the Company and the Correctional Institution. Service offered will be provided pursuant to such contracts. Unless otherwise specified, such arrangements are in addition to the applicable regulations and prices in other sections of the tariff.

2.13 Customer Complaints and/or Billing Disputes.

The Customer has the right to refer billing disputes and any other complaints to the Company at:

Consolidated Communications Public Services, Inc.
P.O. Box 7001
Mattoon, Illinois 61938

If the Customer is unable to resolve the dispute with the Company, the Customer may contact the Illinois Commerce Commission at the following address and telephone number:

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

Telephone: 800-524-0795
Telephone: 217-782-2024 (outside Illinois)
TTY: 800-858-9277
Online at: www.icc.illinois.gov

Issued: July 16, 2008
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Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

CCPS offers automated operator assisted services for use by inmates in correctional institutions throughout the State of Illinois.

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of the Company's local and long distance service. No installation charges or fixed monthly recurring charges apply.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry-standard "V" and "H" coordinates.

- Step 1:** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: July 16, 2008
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Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call. Timing of each call begins when the called party accepts the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Call timing ends when either party hangs up.

3.3.1 Unless otherwise described in the individual service description in this tariff, calls are measured and billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute.

3.3.2 There is no billing applied for incomplete calls.

3.3.3 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

3.4 Applicable Rate Periods

Unless otherwise indicated elsewhere in this tariff, usage-based rates may be subject to the following time-of-day and day-of-week rate periods:

3.4.1 Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.

3.4.2 Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.

3.4.3 Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, all day Saturday, and Sunday to, but not including 5:00 PM.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service

3.5.1 Inmate Collect With Controls

Inmate Collect With Controls permits inmates to place operator station collect calls from pre-subscribed authorized institutional phones in a Prison Administration controlled environment. This service is available at prisons in which Prison Administrators have selected the Company as their primary interexchange carrier. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect, pre-pay collect, pre-pay or debit basis to the called party.

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

For services provided to Inmates of Institutions, the following special conditions apply:

- A. Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- B. At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- C. At the request of the Institution, The Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- D. At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- E. Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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Conroe, TX 77304-3308

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.1 Inmate Collect With Controls, (Cont'd.)

- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- G.** At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- H.** At the request of the Institution, equipment may be provided which permits monitoring and recording of inmate calls by legally authorized officials. In such cases, both the inmate and the called party are notified via automated announcement before the call is connected that the call may be monitored and recorded.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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Conroe, TX 77304-3308

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.2 Institutional Collect- Rate Plan 1

A. General

Institutional Collect Rate Plan 1 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply to all calls as set forth following:

B. Rates and Charges

1. Usage Rates

A. Local and IntraLATA

Mileage	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1445	\$0.1275	\$0.1105	\$0.1020	\$0.0935	\$0.0765
11 - 16	\$0.1530	\$0.1445	\$0.1190	\$0.1105	\$0.0935	\$0.0935
17 - 22	\$0.1530	\$0.1445	\$0.1190	\$0.1190	\$0.0935	\$0.0935
23 - 40	\$0.1615	\$0.1530	\$0.1275	\$0.1190	\$0.1020	\$0.0935
41 +	\$0.1615	\$0.1530	\$0.1275	\$0.1190	\$0.1020	\$0.0935

B. InterLATA

Mileage	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900
11 - 22	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000
23 - 55	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100
56 - 124	\$0.2300	\$0.2300	\$0.2300	\$0.2300	\$0.2300	\$0.2300
125 - 292	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500
293 - 430	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
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Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.2 Institutional Collect - Rate Plan 1

B. Rates and Charges, (Cont'd.)

2. Per Call Charges

	Local	IntraLATA	InterLATA
Collect - Automated	\$2.71	\$2.71	\$2.50

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.3 Institutional Collect - Rate Plan 2

A. General

Institutional Collect Rate Plan 2 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply to all calls as set forth following.

B. Rates and Charges

1. Usage Rates- All calls

Mileage	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900
11 - 22	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000
23 - 55	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100
56 - 124	\$0.2300	\$0.2300	\$0.2300	\$0.2300	\$0.2300	\$0.2300
125 - 292	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500
293 - 430	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600

2. Per Call Charges

	All Calls
Collect - Automated	\$2.50

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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Conroe, TX 77304-3308

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.4 Institutional Collect - Rate Plan 3

A. General

Institutional Collect Rate Plan 3 is available to Inmates of Institutions for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply to all calls as set forth following:

B. Rates and Charges

1. Usage Rates – All Calls

Mileage	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.2446	\$0.2159	\$0.2446	\$0.2159	\$0.2446	\$0.2159
11 - 22	\$0.2590	\$0.2446	\$0.2590	\$0.2446	\$0.2590	\$0.2446
23 - 55	\$0.2735	\$0.2590	\$0.2735	\$0.2590	\$0.2735	\$0.2590
56 - 124	\$0.3023	\$0.2878	\$0.3023	\$0.2878	\$0.3023	\$0.2878
125 - 292	\$0.3308	\$0.3165	\$0.3308	\$0.3165	\$0.3308	\$0.3165
293 +	\$0.3454	\$0.3310	\$0.3454	\$0.3310	\$0.3454	\$0.3310

2. Per Call Charges

	All Calls
Collect - Automated	\$2.88

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Inmate Service, (Cont'd.)

3.5.5 Institutional Collect - Rate Plan 4

A. General

Institutional Collect Rate Plan 4 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in fifteen (15) minute increments after an initial minimum call duration of fifteen (15) minutes.

B. Rates and Charges

1. Usage Rates – All Calls

Rate per 15 minutes, or any portion thereof	All Calls \$2.50
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2. Per Call Charges

Collect - Automated	All Calls \$0.00
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Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
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Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services

Prepaid Institutional Calling Services provide an alternative method for inmates in Confinement Institutions and their families to communicate with each other. This service is designed for those who prefer to prepay for calls rather than being billed for collect calls monthly on their local telephone bills, for those who would like to pay for another family member's calls, for those whose credit history is inadequate to receive collect calls, or for those who wish to budget their inmate calls.

Two options are available with Prepaid Institutional Calling Services. The first option, the Debit Account, allows the inmate to purchase a debit card at the Confinement Institution utilizing the inmate's commissary account issued through facility management personnel; the second option, the Prepaid Collect Account, allows the called party, usually a family member, who receives collect calls from inmates to set up his/her own prepaid collect account. The Company does not engage in direct monetary transactions with the inmate.

The accounts may be funded in variable dollar amounts subject to restrictions that may be imposed by facility management. The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid and/or Debit Account prior to acceptance of the call, and provides prompts to place the call by entering the destination telephone number.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Correctional Institutions.

Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. 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.

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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Conroe, TX 77304-3308

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

A. Institutional Prepaid Collect Account

With a Prepaid Collect account, the Company is notified by parties (Customers) who receive collect calls from inmates in Confinement Institutions, generally family members, that they wish to establish the account. A Prepaid Collect account is then set up by the Company for the Customer. When the inmate places a call the system will prompt the called party to accept the call. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff.

Prepaid Collect accounts will be closed upon request of the customer. Unused balances, net of accrued charges, will be refunded upon request and provision by the customer of necessary address information.

B. Institutional Debit Account

With a Debit Account, the inmate purchases a debit card which has an account number assigned to it and provides instructions for accessing and using the service. All purchases of debit cards are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

The Available Usage Balance expires twelve months from the date the first call is made on the Debit account. Unused balances are not refundable and are only valid within the institution where the card was purchased

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

3.6.1 Institutional Prepaid Collect - Rate Plan 1

A. General

Institutional Prepaid Collect Rate Plan 1 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply for all calls as set forth following.

B. Rates and Charges

1. Usage Rates

Usage rates for Institutional Prepaid Collect Rate Plan 1 are the same as those for Institutional Collect Rate Plan 1.

2. Per Call Charges

Per Call Charges for Institutional Prepaid Collect Rate Plan 1 are the same as those for Institutional Collect Rate Plan 1.

Issued: July 16, 2008

Effective: July 17, 2008

By:

Michael Shultz, Vice President of Regulatory
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Conroe, TX 77304-3308

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

3.6.2 Institutional Prepaid Collect - Rate Plan 2

A. General

Institutional Prepaid Collect Rate Plan 2 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply for all calls as set forth following.

B. Rates and Charges

1. Usage Rates

Usage rates for Institutional Prepaid Collect Rate Plan 2 are the same as those for Institutional Collect Rate Plan 2.

2. Per Call Charges

Per Call Charges for Institutional Prepaid Collect Rate Plan 2 are the same as those for Institutional Collect Rate Plan 2.

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

3.6.3 Institutional Prepaid Collect - Rate Plan 3

A. General

Institutional Prepaid Collect Rate Plan 3 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A usage rate and per-call surcharge apply for all calls as set forth following.

B. Rates and Charges

1. Usage Rates

Usage rates for Institutional Prepaid Collect Rate Plan 3 are the same as those for Institutional Collect Rate Plan 3.

2. Per Call Charges

Per Call Charges for Institutional Prepaid Collect Rate Plan 3 are the same as those for Institutional Collect Rate Plan 3.

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
PO Box 1568
Conroe, TX 77304-3308

Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

3.6.4 Institutional Prepaid Collect - Rate Plan 4

A. General

Institutional Prepaid Collect Rate Plan 4 is available for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (15) minute increments after an initial minimum call duration of one (15) minute. A usage rate applies for all calls as set forth following.

B. Rates and Charges

1. Usage Rates

Usage rates for Institutional Prepaid Collect Rate Plan 4 are the same as those for Institutional Collect Rate Plan 4.

2. Per Call Charges

Per Call Charges for Institutional Prepaid Collect Rate Plan 4 are the same as those for Institutional Collect Rate Plan 4.

Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Prepaid Institutional Calling Services, (Cont'd.)

3.6.5 Institutional Prepaid Collect - Rate Plan 5

A. General

Institutional Prepaid Collect Rate Plan 5 is available to Inmates for outbound local, interLATA and intraLATA toll calling. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute. A per-call surcharge applies for Collect Automated calls.

B. Rates and Charges

1. Usage Rates

Usage rates for Institutional Prepaid Collect Rate Plan 5 are the same as those for Institutional Collect Rate Plan 1.

2. Per Call Charges

	Local	IntraLATA	InterLATA
Collect - Prepaid	\$2.71	\$2.71	\$1.80

Issued: July 16, 2008
By:

Michael Shultz, Vice President of Regulatory
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Effective: July 17, 2008

ILn0801

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Prepaid Institutional Calling Services, (Cont'd.)****3.6.6 Institutional Prepaid Collect - Rate Plan 6****A. General**

Institutional Prepaid Debit Rate Plan 1 is available to Inmates for outbound local, interLATA and intraLATA toll calling. All applicable taxes and fees are included in the rates for service. Calls are measured and billed in one (1) minute increments after an initial minimum call duration of one (1) minute.

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

Rate per Minute	All Calls \$0.50
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2. Per Call Charges

Collect - Automated	All Calls \$0.00
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Issued: July 16, 2008

Effective: July 17, 2008

By:

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ILn0801