



October 2, 2019

Iowa Utilities Board  
1375 E. Court Avenue, Room 69  
Des Moines, IA 50319-0069  
Re: Docket No. TF-2019-0270

Re: TF-2019-0270

Dear Sir or Madam:

On September 20, 2019, the proposed tariff submitted by Encartele, Inc. in the above referenced docket was suspended by the Board. In response to that suspension, Encartele has addressed various items that required clarification, revision or deletion within its tariff filing.

Therefore, attached for filing, please find a newly revised tariff for the above referenced docket number and submitted on behalf of Encartele, Inc. with a proposed issue date of October 2, 2019 and an effective date of November 2, 2019.

Should there be any questions with respect to this matter, please contact me at (817) 724-2125.

Respectfully Submitted,

***Dana Hoyle***

Dana Hoyle  
Regulatory Consultant

W/attachment

Encartele, Inc.

IOWA TARIFF NO 3  
Original Title Page

**This tariff, Iowa Tariff No. 3 filed by Encartele, Inc., cancels and replaces, in its entirety, the current tariff on file with the Board, Iowa Tariff No. 2, issued by Encartele, Inc.**

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**Encartele, Inc.  
("Encartele")**

**Telephone Tariff**

Filed with the Iowa Utilities Board

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by Encartele, Inc. ("Encartele") within the State of Iowa. This tariff is on file with the Iowa Utilities Board. Copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: October 2, 2019

Effective: November 2, 2019

Issued by: J. Scott Moreland, President  
8210 S. 109 Street  
LaVista, NE 68128

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\* - indicates those pages included with this filing.

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Encartele, Inc.

IOWA TARIFF NO 3  
Original Page No. 3

**This tariff, Iowa Tariff No. 3 filed by Encartele, Inc., cancels and replaces, in its entirety, the current tariff on file with the Board, Iowa Tariff No. 2, issued by Encartele, Inc.**

### APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate automated operator services by Encartele, Inc. for use by inmates in correctional institutions within the State of Iowa subject to the jurisdiction of the Iowa Utilities Board.

### SERVICE AREA MAP

Encartele, Inc. will provide intrastate automated operator services throughout the State of Iowa.

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### EXPLANATION OF SYMBOLS

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

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in a rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (S) To signify a correction or reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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### PRICE LIST 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 Board. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Board is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages – When a tariff is filed with the Iowa Utilities Board, an updated check Page is included. The check Page lists the Pages contained in the Price List, with a cross-reference to the current revision number. When new pages are added, the check Page is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check Page to find out if a particular Page is the most current on file with the Iowa Utilities Board.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Subscriber's location to a Company switching center or designated point of presence.

**Automated Collect Call** - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

**Board** - The Iowa Utilities Board.

**Company or Carrier**- Encartele, Inc., unless otherwise clearly indicated by the context.

**Customer or End User** - The person, firm, corporation or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's tariff.

**Correctional or Confinement Institutions** - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities fused for penalty or confinement purposes.

**Encartele**- Used throughout this tariff to mean Encartele, Inc., the issuer of this tariff.

**Inmates**- The jailed or confined population of correctional or confinement institutions.

**LEC** - Local Exchange Company.

**Subscriber** - The correctional institution which orders or uses the Company's service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Encartele, Inc.

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

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

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

### 2.2 Limitations

**2.2.1** Encartele provides calling services to inmates of confinement/correctional institutions.

**2.2.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

**2.2.3** Encartele reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.4** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.2.5** All facilities provided under this tariff are directly or indirectly controlled by Encartele, Inc. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

**2.2.6** Service may otherwise be limited at the request of the institution's administration or by rules of the Board to decrease fraud and maintain security and control over the inmate population.

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

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

**2.4 Liabilities of the Company**

The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.1** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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

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

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

**2.4.3** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the charge to the Customer for the interrupted call.

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

### **2.5 Deposits and Advance Payments**

#### **2.5.1 Deposits**

The Company does not normally require deposits. However, the company reserves the right to collect an amount not to exceed two (2) months estimated charges as 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 Board rules. For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

#### **2.5.2 Advance Payments**

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

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Original Page No. 11

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

### **2.6 Taxes**

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

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

### **2.7 Terminal Equipment**

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

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

### **2.8 Payment for Service**

#### **2.8.1 Payment for Service**

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

#### **2.8.2 Disputed Charges**

Charges billed directly by the Company are due upon receipt. Amounts not paid within twenty (20) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

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

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If dissatisfied with the Company's resolution of a complaint, individuals may contact the Iowa Utilities Board for final resolution. The Board's address and phone number are:

Iowa Utilities Board  
1375 E. Court Ave.  
Des Moines, IA 50319-0069  
877.565.4450 or 515.725.7321

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

### **2.8 Payment for Service**

#### **2.8.3 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service. Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

#### **2.8.4 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Iowa law and Iowa regulations.

#### **2.8.5 Late Payment Fees**

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

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

**2.9 Interconnection**

Service furnished by Encartele may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with Encartele's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

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

**2.10 Refusal or Discontinuance by Company**

**2.10.1** Encartele may refuse or discontinue service with proper notice (five (5) days written notice) to the Customer or Subscriber for any of the following reasons:

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

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

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

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

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

### **2.11 Inspection, Testing and Adjustment**

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

### **2.12 Call Restrictions**

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

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

#### **3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

**3.2.2** Chargeable time for a call ends upon disconnection by either party.

**3.2.3** The minimum call duration and initial period for billing purposes is one minute.

**3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

**3.2.5** No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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

#### 3.3 Institutional Automated Collect Operator Service

Encartele, Inc. provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call. Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time.

If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by Encartele's system.

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

##### 3.3.1 Classes of Calls

**Automated Collect Station Calls:** are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Encartele system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated, and no billing applies.

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

**3.4 Encartele Prepaid Institutional Calling Service**

**3.4.1 General**

Encartele Prepaid Institutional Calling Services provide alternative payment arrangements to traditional collect calling for inmates in Correctional Institutions and those whom they call. These prepaid institutional calling services are designed to accommodate the needs of:

- Called parties who utilize the services of local exchange carriers that do not offer third party billing of collect calls;
- Called parties whose credit history is inadequate to receive collect calls and/or who wish to budget their monthly expense for collect calls;
- Inmates (calling parties) who wish to utilize their commissary funds to pay for their calls;
- Inmates (calling parties) who wish to place calls to phone numbers which are blocked from receiving collect calls.
- Prepaid Institutional Calling Services are not subject to the Deposit and Advance
- Payment provisions found in Section 2.

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

**3.4 Encartele Prepaid Institutional Calling Services, (Cont'd.)**

**3.4.1 General, (Cont'd.)**

Payments made for Prepaid Institutional Calling Services are refundable upon request after release of the inmate from the Correctional Institution. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

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Effective: November 2, 2019

Issued by: J. Scott Moreland, President  
8210 S. 109 Street  
LaVista, NE 68128



**This tariff, Iowa Tariff No. 3 filed by Encartele, Inc., cancels and replaces, in its entirety, the current tariff on file with the Board, Iowa Tariff No. 2, issued by Encartele, Inc.**

## SECTION 4 – RATES

### 4.1 General

Each Customer is charged individually for each call placed through the Company. Customers are billed based on their use of Encartele, Inc. long distance service. No fixed monthly recurring charges apply.

### 4.2 Time of Day Rate Periods

Rates for service are not time of day sensitive.

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**SECTION 4 - RATES, (CONT'D.)**

**4.3 Encartele Institutional Collect-Only Service Rates**

**4.3.1 Institutional Automated Collect Operator Service Rates and Charges**

**A. Institutional Collect - Local Calls**

**1. Local Usage** **\$0.31**  
**Rate Per Minute**

**B. Institutional Collect - IntraLATA Calls**

**1. IntraLATA Usage** **\$0.31**  
**Rate Per Minute**

**C. Institutional Collect - InterLATA Calls**

**1. InterLATA Usage** **\$0.31**  
**Rate Per Minute**

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Encartele, Inc.

IOWA TARIFF NO 3  
Original Page No. 25

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**SECTION 4 - RATES, (CONT'D.)**

**SECTION 4 -RATES AND CHARGES, (CONT'D.)**

**SECTION 4 - RATES, (CONT'D.)**

**4.4 Encartele Prepaid Institutional Calling Services Rates and Charges, (Cont'd.)**

**4.4.2 Prepaid Debit Card Service Rates and Charges**

Rate Per Minute: \$0.31

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