



April 9, 2021

Iowa Utilities Board
1375 E. Court Avenue, Room 69
Des Moines, IA 50319-0069

Re: DOCKET NO. TF-2019-0270

Dear Sir or Madam:

Attached, please find Encartele, Inc.'s Effective Tariff No. 3 in the above referenced docket. This is being filed to change the Effective Date to be consistent with the Board's Order.

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

Respectfully Submitted,

/S/ 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.

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

Telephone Tariff

Filed with the Iowa Utilities Board

This tariff contains the descriptions, regulations, and rates applicable to the provision of alternative operator services, 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.

Issued: October 9, 2020

Effective: March 11, 2021

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

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Original Page No. 3

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate alternative 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. provides intrastate Alternative Operator Services to Correctional Institutions 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 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.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or new treatment resulting in a reduced rate.
- (T) A change in the text that does not include a change in rate, treatment, 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 each 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 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.

Account Funder – The Inmate/Inmate's friends and/or family that establish a Calling Account with Encartele for communicating with the Inmate.

Alternative Operator Call - Calls originating from Correctional Institutions are completed through an automated operator call processing system. The automated system prompts the call originator and called party. The called party must affirmatively accept the call.

Board - The Iowa Utilities Board.

Calling Account -An accrual of funds established for the purposes of completion of Alternative Operator Services for Inmate's communication needs. The Calling Account is held in the name of the Account Funder. Upon Inmate release, all remaining funds are returned to the Account Funder.

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.

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

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

Inmates- The jailed or confined population of Correctional Institutions.

LEC - Local Exchange Company.

Subscriber - The Correctional Institutions 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 alternative 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 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 Subscriber, to allow connection of a Subscriber's location to the Encartele services. The Subscriber 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 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 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 Correctional 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

2.3 Statement of Noncompliance¹

In accordance with 199—22.6(476) Alternative operator service companies may provide service that is not consistent with the requirements of the rule by including a statement of noncompliance within its tariff. As such, the Company provides the following statements of non-compliance:

2.3.1 Encartele is unable to comply with 22.6(2) Blocking. Correctional Institutions require that the Company blocks access to all other long-distance telecommunications provider. Calling capabilities are restricted by the administration of the Correctional Institutions. The following types of calls will be blocked: directory assistance, -0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may additionally block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may also be limited by the institution. Blocking technology is a requirement when providing services to Correctional Institutions.

2.3.2 Encartele is unable to comply with 22.6(3) Posting. Correctional Institutions require that the Company provides written dialing direction to the Inmate for use of Inmate phones. Directions are also provided to Inmates through signage placed within the Correctional Institutions. All versions of these postings and directions are available in both English and Spanish to assist the Inmate with using the technology. Signage, as required under the rule, is not allowed within the Correctional Institution.

2.3.4 Encartele is unable to comply with certain components of 22.6(4) Oral identification. At the beginning of each call, the Company does announce to the call recipient the name of the Company, the identity of the Inmate and name of the Correctional Institutions. Before the call begins, the Company provides an opportunity for either party to disconnect the call prior to connection. Notwithstanding, the Company does not permit the Inmate to terminate the call or transfer the call to an end-user customer's preferred telecommunications service provider, as required under the rule. Termination to another provider gives Inmates unfettered access to technology networks and is not allowed within the Correctional Institutions.

2.3.5 22.6(6) Emergency calls. Please see 2.3.1, Supra.

¹ All items on this Statement of Noncompliance are noncompliant due to limitations required by the Correctional Institutions.

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

2.4 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.

2.5 Liabilities of the Company

2.5.1 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.

2.5.2 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.)

2.5 Liabilities of Company, (Cont'd.)

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

2.5.4 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.)

2.6 Deposits and Payments

2.6.1 Security Deposits

The Company does not require security deposits for services provided under this tariff.

2.6.2 Advance Payments

The Company requires advance payments for Alternative Operator Services provided under this tariff. Instructions for establishing a Calling Account are provided to Inmates and/or Inmate's family and friends by Correctional Institutions. The Inmate and/or Inmate's family and friends establish a Calling Account in which funds are deposited in the name of the Account Funder to access Encartele Services.

Calling Accounts are funded by credit card or debit card. The owner of the Calling Account is the Account Funder. When establishing an account, the Account Funder is informed how to close the Calling Account and obtain a refund of any remaining funds.

Encartele receives payments for Alternative Operator Services provided under this tariff when a call is made by an Inmate on a Calling Account. Applicable charges are deducted from the Calling Account for such calls on a per minute, real time basis and paid to Encartele. An Alternative Operator announces the beginning and ending balance of the Calling Account.

Unused funds are held for an indefinite amount of time and returned to Account Funder when the Calling Account is closed. Funds are returned via the original method of funding. The Account Funder may close the account at any time by contacting Encartele at:

Encartele Customer Service
8210 S 109th St,
La Vista, NE 68128
888.231.3393

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

2.7 Taxes

Except as otherwise specified, all state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax, regulatory fees) are passed through on a per call basis to the Calling Account and are not included in the quoted rates.

The billing of taxes on intrastate calls will be in accordance with the same restrictions as are required by Federal Communications Commission rules of interstate calls.

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Encartele, Inc.

IOWA TARIFF NO 3
Original Page No. 13

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

2.8 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. 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.)

2.9 Payment for Service

2.9.1 Payment for Service

Funds in the Calling Account are used to make payments to Encartele when the Inmate uses a Calling Account to place a call. Charges are deducted from the Calling Account balance on a per minute, real time basis for payment. The Company does not bill or collect for services rendered.

2.9.2 Disputed Charges

The Company will promptly investigate and advise all parties as to its findings concerning any disputed charge paid to Encartele. Adjustments to Calling Account's shall be made by Encartele to the extent that circumstances exist which reasonably indicate that such adjustments are appropriate. Encartele's address and phone number are:

Encartele Customer Service
8210 S 109th St,
La Vista, NE 68128
888.231.3393

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 (toll-free)
515.725.7300 (local)
customer@iub.iowa.gov (email)

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IOWA TARIFF NO 3
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Interconnection

Service furnished by Encartele may be connected to 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 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.)

2.11 Refusal or Discontinuance by Company

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

- A.** For failure of the Subscriber to make proper application for service.
- B.** For Subscriber's violation of any of the Company's rules on file with the Board.
- C.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- D.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
- E.** 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.
- F.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11.2 Encartele may refuse or discontinue service without notice to the 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 Inmate, Customer or Subscriber, 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.)

2.12 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.

2.13 Call Restrictions

Calling capabilities may be restricted by the administration of the Correctional Institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 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. ¹

¹ Please see 2.3 Statement of Noncompliance

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Service is offered to Inmates and Inmate's friends and/or family while Inmate is incarcerated at the Correctional Institutions served by Encartele for outward-only calling.

3.2 Timing of Calls

3.2.1 Usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts 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 call. The Company will terminate a call if the called party does not affirmatively accept the call.

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

3.3 Correctional Alternative Operator Service

Encartele, Inc. provides Correctional Alternative Operator Service to Inmates of Correctional Institutions. Service may be limited by the administrators of the Correctional Institutions as to availability, call duration or calling scope. Calls are purchased when Inmate accesses his Calling Account by placing a call. The Called Party must actively accept the call for the call to be completed. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept the call 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.

3.3.1 Classes of Calls

Alternative Operator Calls: are calls which are placed by an Inmate who dials all the digits required to route the call and who follows the Encartele system prompts, enabling the Called Party to accept the call. If the Called Party does not accept the call, the call is terminated, and no charge applies.

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

3.4 CONTRACTS FOR SERVICE

Rates charged for calling services from the contracted Correctional Institution are as follows:

Call Type	First Minute	Day Each Additional Minute	Evening/Night/Weekend Each Additional Minute
All Calls All Facilities	\$0.25	\$0.25	\$0.25

3.5 LIST OF CORRECTIONAL FACILITIES SERVED

Marshall County Jail
2369 Jessup Ave,
Marshalltown, IA 50158

Winneshiek County Iowa
400 Claiborne Drive
Decorah, IA 5210

Floyd County Iowa
101 S Main Street #501,
Charles City, IA 50616

Jackson County Iowa
104 S Niagara Street
Maquoketa, IA 52060

Dallas County Jail
28985 Thin Blue Line Lane
Adel, Iowa 50003

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SECTION 4 – RATES

4.1 General

The Account Funder is charged individually for each call placed through their Calling Account. Charges are deducted from the Calling Account balance on a per minute, real time basis for payment to Encartele. Inmates are charged for services billed based on their actual use of Encartele's telecommunications 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 Correctional Service Rates

4.3.1 Correctional Alternative Operator Service Rates and Charges

A.	Correctional - Calls	
	Rate Per Minute	\$0.25

4.3.2 Calling Account Fees

Processing Fees associated with adding funds to the Calling Account:

Electronic	\$3.00
Live Operator Assistance	\$5.95

Due to safety precautions, Inmates do not have access to Live Operator Assistance. Inmate friends and/or family do have access to a Live Operator Option.

Any third-party transaction fees, including credit card processing fees, shall be passed through to customers with no markup. The Company receives no payment from a third-party vendor's transaction fees.

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