



July 21, 2020

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

Re: DOCKET NO. TF-2019-0270

Dear Sir or Madam:

On May 21, 2020, the Board issued an order for Encartele, Inc. to provide responses in the above referenced Docket. Attached, please find responses submitted in compliance of said order.

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

STATE OF IOWA  
DEPARTMENT OF COMMERCE  
UTILITIES BOARD

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IN RE: ENCARTELE, INC.

DOCKET NO. TF-2019-0270

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**RESPONSE TO ORDER REQUIRING FILING OF REVISED TARIFF**

**PROCEDURAL BACKGROUND**

On August 28, 2019, Docket No. TF-2019-0270 was opened to consider Encartele's proposed tariff.

On August 30, 2019, Prison Policy Initiative, Inc. (PPI), filed an objection to the rates in the proposed tariff, a request that the proposed tariff be docketed for further review, and a request to intervene in Docket No. TF-2019-0270. On September 5, 2019, the Office of Consumer Advocate (OCA), a division of the Iowa Department of Justice, filed an objection to Encartele's proposed tariff.

On October 2, 2019, Encartele filed revisions to the proposed tariff. On October 7, 2019, OCA filed comments and an objection to the revised proposed tariff. On October 22, 2019, PPI filed objections to the revised proposed tariff. On October 31, 2019, the Board issued an order suspending the revised proposed tariff.

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## **RESPONSE TO ANALYSIS OF ENCARTELE'S PROPOSED TARIFF**

### **A. History of Encartele's Service**

The most recent tariff on file for Encartele is TF-2013-0364. The first tariff on file for Encartele was approved in Docket No. TF-2006-0239. The Board's records show that Encartele registered to provide AOS in Iowa in 2008 and its current registration was filed September 11, 2019. Encartele has ensured that its annual reports and invoice payments are up to date. Encartele engages a third-party provider that files all taxes and regulatory fees on its behalf. Encartele has been advised by its third-party provider that as an Inmate Calling Services Provider, it is not required to pay on a quarterly basis the Iowa Dual Relay wire-line and wireless carrier fee of \$0.03 per month for every provider phone number.

### **B. Review of Encartele's Tariff**

While reviewing Encartele's October 2, 2019 revised proposed tariff, the Board Order references to Original Page 10, Section 2.5.1, where Encartele sets out provisions about deposits and advances. Please see the modified language now located on Original Page 11 in the attached revisions intended to refine its tariff language.

To clarify, Encartele does not require or obtain a credit history when establishing a Calling Account. Although Encartele does not require advanced payment, the attached proposed tariff clarifies on Original Page 11 how Encartele's services are paid. It also clarifies when and how the Calling Account is funded for payment of services. In accordance with the attached proposed tariff on Original Page 11, Encartele clarifies that

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all Alternative Operator Services require a Calling Account. The Account Funder determines the amount of funds available for calling.

As noted in the Board Order, Encartele corrects Original Page No. 13, Section 2.8.2, to include the Board's correct contact information. This information can be found updated in the attached proposed tariff on Original Page 14, in Section 2.9.2.

#### 1. Correctional Facilities

Please see the required information contained on Original Page 20, under 3.4, Contracts for Service as an itemized representation of correctional facilities served by Encartele. This required material is additionally filed as confidential material with this Response per the Board's Order.

#### 2. Blocking

Regarding Blocking, in accordance with 199 IAC 22.6(7), please see the Statement of Noncompliance located on Original Page 8 of the attached Proposed Tariff.

#### 3. Posting and Dialing Directions

Regarding Posting and Dialing Directions, in accordance with 199 IAC 22.6(7), please see the Statement of Noncompliance located on Original Page 8 of the attached Proposed Tariff.

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#### 4. Billing

In accordance with 2.9.1 Payment for Service on Original Page 14, (t)he Company does not bill or collect for services rendered. Payment for services are paid through the Calling Account established for Inmate phone calls.

#### 5. Service Offerings

Section 3.1, Original Page 19 has been moved to Original Page 18. Service is offered to Inmates and Inmate's friends and/or family while Inmate is incarcerated at the Correctional or Confinement Institutions served by Encartele for outward-only calling.

Encartele affirms that it does not provide collect calls that may be billed to residential or business lines. Section 3.2.1 states that long distance charges are based on actual usage of Encartele's network. The only charges assessed are the per minute charges, along with associated taxes and fees as passed through to the Account Funder.

In the attached tariff, Section 3.3 has been moved to Original Page 19. It describes institutional automated operator service as the only service provided to inmates in the Correctional or Confinement Institutions. The section states that service may be limited by administrators in the Correctional or Confinement Institutions. Please see 2.3 Statement of Noncompliance located on Page 8 of the attached tariff. All items on the Statement of Noncompliance are noncompliant due to limitations required by the Correctional or Confinement Institutions.

Encartele does not require a per-call service charge. The only charges assessed to the Account are per minute of actual usage of Encartele's network with associated taxes and regulatory fees.

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Regarding the language contained on Original Page 21, Section 3.4, it has been replaced by Contracts for Service and moved to Original Page 20.

Regarding the language on Original Page 22, Section 3.4.1, it has been removed and Encartele's per minute rates can now be found on the Original Page 22. Encartele additionally confirms it has removed the language regarding expiration of the unused balance.

The language found on Original Page 23, Section 4.1 has been moved and can now be found on the Original Page 21. Encartele clarified the language in 4.1 to show that the only charge assessed to the Account Funder for a call is the actual per minute charge associated with the length of each call. There are no fixed monthly charges assessed at any time for any reason.

#### 6. Rates and Charges

Rates have been moved from Original Page No. 24 to Original Page No. 22. Additionally, Encartele has changed its rates to charge the FCC Rate of \$.25 per minute.

#### 7. Ancillary Charges

Encartele's proposed tariff does not include any ancillary charges because it does not charge ancillary charges. Encartele, again, confirms that there is no per call ancillary charge in addition to the rate of \$.25 per minute.

Encartele explains the following:

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- a. Automated Payment Fees – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Encartele accepts credit card and debit card payments only to fund Calling Accounts. Encartele charges a fee of \$3.99 to add funds to a Calling Account through an automated service, and \$5.95 to add funds to a Calling Account with the assistance of a live operator. A live operator option is not an available service to inmates. Only friends and family can utilize live operator assistance to add funds to a calling account. Please see these non-recurring charges outlined on Original Page 22 of the attached tariff.

- b. Live Agent Fee – There is never a live operator option for Inmate Services.

There is never a live operator option for inmates. As stated above, the live agent fee to add funds to an established account is \$5.95. This option is only available to friends and family who wish to add funds to a calling account.

- c. Paper Bill/Statement Fee – Fees associated with providing customers of inmate calling services an optional paper billing statement.

There is no option for customers to receive a paper billing statement. Therefore, there are no fees associated with receiving a paper billing statement.

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8. Charging the rates approved by the Board

Per the Board Order,

“The rates charged for AOS at correctional facilities are required to be the rates in the tariff approved by the Board. Charging more or less than the approved rates, or charging additional fees, is not allowed. In response to the June 14, 2019 order, Encartele states that it does not charge ancillary fees; however, the text on the video suggests that a processing fee will be charged depending on how funds are added to a prepaid account and a convenience fee of \$3.00 and a credit card processing fee of \$0.90 is charged. Encartele will be required to explain the fees and charges described in the video and why those fees and charges are not in the proposed tariff.”

Encartele understands and acknowledges that the rates and fees charged must be the rates and fees approved in the tariff. We seek to further clarify by adding language within its proposed tariff to include the Calling Account Fees. Please see in the attached tariff, Original Page 22, Section 4.3.2, Calling Account Fees. We were in error when omitting the non-recurring fees as outlined in the attached proposed tariff.

**As requested in the Board Order, Encartele, Inc. provides the following:**

1. Encartele, Inc. files the new proposed tariff attached and filed by Encartele, Inc.  
Please see the attached proposed tariff.
2. Encartele, Inc., shall file within 30 days of the date of this order a revised tariff that is consistent with this order. The revised tariff shall include the following information:



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- a. The name and location of any correctional facilities where inmate calling services are provided.

Please see confidentially filed list of correctional facilities served in Iowa.

- b. Blocking provisions consistent with 199 IAC 22.6(2) or a statement of noncompliance and the contract that requires the noncompliance.  
Please see Original Page 8, Section 2.3, Statement of Noncompliance as filed in the attached proposed tariff.

- c. Posting requirements consistent with 199 IAC 22.6(3) or a statement of noncompliance and the contract that requires the noncompliance.  
Please see Original Page 8, Section 2.3, Statement of Noncompliance as filed in the attached proposed tariff.

- d. Billing requirements that are consistent with subrule 22.6(5) or a statement of noncompliance and the reason for the noncompliance. If noncompliance is required by a contract with a correctional facility, also file a copy of the contract.

Please see Original Page 8, Section 2.3, Statement of Noncompliance as filed in the attached proposed tariff.

- e. Updated contact information for the Utilities Board.

Encartele corrects Original Page No. 13, Section 2.8.2, to include the Board's correct contact information. This information can be found updated in the attached proposed tariff on Original Page 14.

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3. Encartele, Inc., shall provide an explanation of the following proposed tariff provisions

a. How it determines whether a deposit is requested, what Board deposit rules it is applying, and how deposits and advances are used for prepaid accounts.

Encartele, Inc. does not require a deposit to provide services. However, Encartele does require that there be a funded Calling Account associated with the inmate for the inmate to place calls.

b. What per-call service charge is applied to calls made by inmates.

As outlined in the attached new Proposed Original Tariff, the only per call charges are the per minute charges plus any associated taxes and/or regulatory fees.

c. What long distance charges are charged to an inmate?

The only long-distance charges assessed by Encartele for AOS services in Iowa is \$.25 per minute.

d. Why there is a 12-month limit on refunds for unused prepaid balances.

Please note, this language has been removed from its proposed tariff.

e. Whether an inmate that has some other circumstance than those listed in the proposed tariff will be able to use Encartele's prepaid service.

There is no other way for inmates to use Encartele's service except in the circumstances described within the attached proposed tariff.

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- f. How it charges for customers using automated payments through credit cards, debit cards, interactive voice response, web, or kiosk.

Encartele's customer service is thoroughly trained to accept automated payments through various electronic services. Please reference the proposed attached Original tariff.

- g. The fees and charges described in the video on Encartele's website and why those fees and charges are not included in the proposed tariff.

All charges and fees charged by Encartele for Alternative Operator Services in the state of Iowa are contained in the attached proposed tariff.

- h. The justification for the \$0.31 per-minute rates since they exceed the rate set by the Federal Communications Commission for interstate calls.

The rates charged by Encartele have been changed to rate of \$.25 per minute.

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4. Encartele, Inc., will be required to ensure that its annual reports, Dual Party Relay Service assessment, and invoice payments are up to date.

Encartele confirms that it is up to date with its annual reports and any associated invoices.

Respectfully Submitted,

*/S/ Don Peeler*

Compliance Counsel

Encartele, Inc.

8210 South 109<sup>th</sup>

La Vista, NE 68128

**CONFIDENTIALLY FILED LIST OF CORRECTIONAL FACILITIES**

[REDACTED]  
2369 Jessup Ave, [REDACTED]  
Marshalltown, IA 50158  
[REDACTED]

Winneshiek County Iowa [REDACTED]  
400 Claiborne Dr, Decorah, IA 52101  
10 Inmates [REDACTED]

Floyd County Iowa [REDACTED]  
101 S Main St #501, Charles City, IA 50616  
4 Inmates [REDACTED]

Jackson County Iowa [REDACTED]  
104 S Niagara St, Maquoketa, IA 52060  
4 Inmates [REDACTED]

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 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.

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Issued: July 21, 2020

Effective: August 21, 2020

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

Encartele, Inc.

IOWA TARIFF NO 3

Original Page No. 1

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PAGE	REVISION	PAGE	REVISION
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22	Original		

\* - indicates those pages included with this filing.

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Encartele, Inc.

IOWA TARIFF NO 3  
Original Page No. 2

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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 automated operator services by Encartele, Inc. for use by Inmates in Correctional or Confinement Institutions within the State of Iowa subject to the jurisdiction of the Iowa Utilities Board.

### **SERVICE AREA MAP**

Encartele, Inc. provides intrastate Automated Operator Services to Correctional or Confinement 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.
- (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 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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Encartele, Inc.

IOWA TARIFF NO 3  
Original Page No. 6

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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.

**Automated Call** - Calls originating from Correctional or Confinement 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 Automated 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 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 or Confinement 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 automated operator assisted telecommunications services for use by Inmates.

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Encartele, Inc.

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Original Page No. 7

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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 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 or Confinement 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 or Confinement 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 Noncompliance<sup>1</sup>

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 or Confinement Institutions require that the Company blocks access to all other long-distance telecommunications provider. Calling capabilities are restricted by the administration of the Correctional or Confinement 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 or Confinement Institutions.

**2.3.2 Encartele is unable to comply with 22.6(3) Posting.** Correctional or Confinement 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 or Confinement 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 or Confinement 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 or Confinement 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 or Confinement Institutions.

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

<sup>1</sup> All items on this Statement of Noncompliance are noncompliant due to limitations required by the Correctional or Confinement Institutions.

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Encartele, Inc.

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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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Encartele, Inc.

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Original Page No. 10

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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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Encartele, Inc.

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Original Page No. 11

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

### **2.6 Deposits and Payments**

#### **2.6.1 Deposits**

The Company does not require 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 or Confinement 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.

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 Automated Operator announces the beginning and ending balance of the Calling Account.

Unused funds are returned to the Account Funder when the Inmate is released or when the Account Funder closes the Calling Account. Encartele returns the funds to the Account Funder via the original method of funding.

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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.

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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.

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](mailto:customer@iub.iowa.gov) (email)

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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 or Confinement 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.<sup>1</sup>

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<sup>1</sup> 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 or Confinement Institutions served by Encartele for outward-only calling.

#### **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 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 Institutional Automated Operator Service**

Encartele, Inc. provides Institutional Automated Operator Service to Inmates of Correctional or Confinement Institutions. Service may be limited by the administrators of the Correctional or Confinement 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**

**Automated Station 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

Contract – Location 1 provides calling services from the contracted Confinement Institution.

Call Type	First Minute	Day Each Additional Minute	Evening/Night/Weekend Each Additional Minute
Local	\$0.25	\$0.25	\$0.25
IntraLATA	\$0.25	\$0.25	\$0.25
InterLATA	\$0.25	\$0.25	\$0.25

Contract – Location 2 provides calling services from the contracted Confinement Institution.

Call Type	First Minute	Day Each Additional Minute	Evening/Night/Weekend Each Additional Minute
Local	\$0.25	\$0.25	\$0.25
IntraLATA	\$0.25	\$0.25	\$0.25
InterLATA	\$0.25	\$0.25	\$0.25

Contract – Location 3 provides calling services from the contracted Confinement Institution.

Call Type	First Minute	Day Each Additional Minute	Evening/Night/Weekend Each Additional Minute
Local	\$0.25	\$0.25	\$0.25
IntraLATA	\$0.25	\$0.25	\$0.25
InterLATA	\$0.25	\$0.25	\$0.25

Contract – Location 4 provides calling services from the contracted Confinement Institution.

Call Type	First Minute	Day Each Additional Minute	Evening/Night/Weekend Each Additional Minute
Local	\$0.25	\$0.25	\$0.25
IntraLATA	\$0.25	\$0.25	\$0.25
InterLATA	\$0.25	\$0.25	\$0.25

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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 Institutional Service Rates**

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

- |    |                                 |        |
|----|---------------------------------|--------|
| A. | Institutional - Local Calls     |        |
| 1. | Local Usage                     | \$0.25 |
|    | Rate Per Minute                 |        |
| B. | Institutional - IntraLATA Calls |        |
| 1. | IntraLATA Usage                 | \$0.25 |
|    | Rate Per Minute                 |        |
| C. | Institutional - InterLATA Calls |        |
| 1. | InterLATA Usage                 | \$0.25 |
|    | Rate Per Minute                 |        |

#### **4.3.2 Calling Account Fees**

Processing Fees associated with adding funds to the Calling Account:

Electronic	\$3.99
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.

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