

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

In the matter of the Application of )  
**Conversant Technologies, Inc.** for a )  
Certificate of Service Authority to Provide )  
Competitive Intrastate Interexchange )  
Telecommunications Services including )  
Operator Services within the State of Missouri )

Case No. \_\_\_\_\_

**APPLICATION**

COMES NOW Conversant Technologies, Inc. ("CTP" ) and submits its Application respectfully requesting the Missouri Public Service Commission ("Commission") to issue Applicant a Certificate of Service Authority to provide competitive intrastate interexchange telecommunication services including operator services between and among locations within the State of Missouri pursuant to 4 CSR 240-3.510 and Section 392.440, RSMo (2000) <sup>1</sup>, an order classifying Applicant as a competitive telecommunications carrier, and an order waiving or suspending certain Commission rules and statutory provisions pursuant to Section 392.440. In support of its request, Applicant provides the following information:

1. Conversant Technologies, Inc. was incorporated on April 25, 1995, under the laws of the State of Texas. The legal name and principal office or place of business of the applicant is:

Conversant Technologies, Inc.  
6900 Alma Drive, Suite 180  
Plano, Texas 75023  
Phone: (972) 964-7010  
Fax: (972) 964-1518  
Toll-Free: (888) 524-5235

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<sup>1</sup> All citations to statutory sections are to the 2000 Revised Statutes of Missouri, as currently supplemented, unless otherwise indicated.

Applicant is qualified to transact business in the State of Missouri and holds a certificate of authority as a foreign corporation to transact business in the State of Missouri, which is attached hereto as Exhibit I (to be late-filed) and incorporated herein by reference.

Copies of correspondence, communications and orders and decisions of the Commission are to be sent to the following:

Stephanie Coleman, Regulatory Analyst  
6900 Alma Drive, Suite 180  
Plano, TX 75023  
Phone: 972-801-3117  
Fax: 251-661-1154  
Email: [Stephanie.Coleman@cticorrections.com](mailto:Stephanie.Coleman@cticorrections.com)

and

Robin Norton, Consultant  
Technologies Management, Inc.  
2600 Maitland Center Parkway, Suite 300  
Maitland FL, 32751  
Phone: 407-740-3004  
Fax: 407-740-0613  
Email: [rnorton@tminc.com](mailto:rnorton@tminc.com)

and to Applicant's in-state counsel:

Mr. James Fischer  
Fischer & Dority, P.C.  
101 Madison Street, Suite 400  
Jefferson City, MO 65101  
Phone: 573-636-6758  
Fax: 573-636-0383  
Email: [jfischerpc@aol.com](mailto:jfischerpc@aol.com)

2. The name and address of Applicant's registered agent in the State of Missouri is:

InCorp Services Inc.  
2847 S. Ingram Mill Rd, Ste A100  
Springfield, MO 65804  
Phone : (702) 866-2500  
Fax: (702) 866-2689  
[www.incorp.com](http://www.incorp.com)

3. Conversant Technologies, Inc., with this application, proposes to provide automated operator assisted calling services to inmates of confinement institutions throughout the State of Missouri on both a collect and prepaid basis. All services will be offered twenty-four (24) hours per day, seven (7) days a week. Detailed information regarding these services along with proposed rates and charges are provided in the Company's tariff included as Exhibit II to this application.

Conversant Technologies, Inc. will provide correctional and confinement institutions with sophisticated premises equipment that permits inmates to make outgoing, collect or prepaid calls without the assistance of a live operator. CTI's systems provide a number of controls and restrictions that serve to reduce or eliminate fraudulent use of telephone systems. These restrictions also provide the correctional institution with increased control over the use of the telecommunications services by inmates confined within. CTI's telephone instruments are placed in detention areas such as cell blocks or day rooms. Each instrument is connected to a central control unit which restricts and controls calls placed by inmates. CTI's system and services allow inmates to remain in contact with family, friends and other associates while still providing facility administrators with the necessary control over inmate communications.

Calls placed by inmates from the confinement facility are routed over the facilities of the local exchange carrier serving the confinement facility and CTI's underlying carrier. CTI's system is designed so that calls are completed only to those called parties who specifically accept the call. Equipment utilized by CTI requires a positive response from the called party before the connection is established and billing can begin.

In addition to call processing, CTI's systems offer restrictive call blocking and screening. These features provide the correctional facility with the maximum degree of control over telecommunications services and help to minimize fraud. Call blocking prevents calls to directory assistance, "0-", 800 numbers, pay-per-call services, and emergency numbers (including 911) in order to reduce prank calls and fraudulent use of long distance services. Access to other interexchange carriers is also denied. Call screening serves to eliminate harassing or threatening calls to individuals such as judges, sheriffs, witnesses or jury members. These two features also allow the institution to enforce telephone curfews (without manual intervention) by pre-setting the hours during which the system will process calls from a given telephone instrument.

CTI's system collects and stores call detail information for each call. For collect calls, these call records are retrieved by CTI and are submitted for billing to the called party's local exchange carrier through CTI's billing agent.

For billing inquiries, customers are initially directed to CTI's billing agent whose toll-free number is printed on each customer bill. The billing agent is authorized to investigate complaints and adjust customer bills within certain parameters set by CTI. Should an inquiry exceed the authority delegated to CTI, the customer is referred to CTI's in-house Customer Service Department for further assistance. CTI's Customer Service Department handles all inquiries regarding prepaid calls.

CTI intends to resell the services of authorized carriers. CTI does not propose to own switching equipment or transmission facilities. Customers may reach the Company at the toll-free Customer Service number 1-888-524-5235. In addition, Customers may contact the Company in writing at Conversant Technologies, Inc., 6900 Alma Drive, Plano, Texas 75023.

4. With this application, CTI proposes to provide automated operator assisted calling services to inmates of confinement institutions throughout the State of Missouri. All services will be offered twenty-four (24) hours per day, seven (7) days a week originating and terminating throughout the State of Missouri.
5. CTI possesses managerial and technical expertise to provide resale interexchange and operator telecommunications services through out the State of Missouri.
6. CTI possesses the financial ability to provide the requested services.
7. CTI requests classification as a competitive telecommunications company operating within the State of Missouri. CTI further requests classification of services described in their tariff as competitive services.

8. Applicant will offer automated operator-assisted calling services to inmates in confinement institutions within the State of Missouri. Applicant proposes to conduct its operator services pursuant to 4 CSR 240-33.130 and Section 392.515, except as such do not apply to institutional calling services. Specifically:

- \* All calls are branded before call charges are incurred.
- \* Rates, billing method and complaint resolution procedures are disclosed upon request. This service is available at no charge, 24 hours per day.
- \* Applicant is identified on the end user bill.
- \* No location surcharges are collected by Applicant for intrastate Missouri calls.

Applicant uses reliable answer detection techniques and Applicant will not knowingly bill for incomplete calls. If for any reason a caller believes he or she has been charged for an uncompleted call, Applicant will issue credit for the charges under all reasonable circumstances.

9. Applicant respectfully requests, pursuant to Section 392.420, that the Commission suspend, waive or modify the application of the following rules and statutory provisions as they relate to the regulation of the applicant:

|                    |                                       |
|--------------------|---------------------------------------|
| Section 392.210.2  | Uniform System of Accounts            |
| Section 392.240(1) | Just & Reasonable Rates               |
| Section 392.270    | Ascertain Property Values             |
| Section 392.280    | Depreciation Accounts                 |
| Section 392.290    | Issuance of Securities                |
| Section 392.300.2  | Acquisition of Stock                  |
| Section 392.310    | Issuance of stock and debt            |
| Section 392.320    | Stock dividend payment                |
| Section 392.330    | Issuance of securities, debts & notes |
| Section 392.340    | Reorganizations                       |
| 4 CSR 240-10.020   | Depreciation fund income              |
| 4 CSR 240-30.040   | Uniform system of accounts            |

The above referenced rules and statutory provisions have been waived with regard to other interexchange carriers in prior cases. These rules or statutory provisions are principally designed to apply to noncompetitive telecommunications carriers. It would be inconsistent with the goal and purpose of Section 392.530 to apply them to a competitive telecommunications carrier such as the Applicant.

10. CTT's tariff contains the rules and regulations applicable to its customers, a description of the services offered, and a list of rates associated with such services.

11. Applicant will not unjustly discriminate among its customers, which discrimination is prohibited pursuant to Section 392.200.
12. At this time, CTI currently does not have any pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or courts which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application.
13. Applicant has no annual reports or regulatory assessment fees that are overdue in Missouri.
14. Applicant submits that the public interest will be served by Commission approval of this Application because Applicant's proposed services will create and enhance competition and expand service options. Certification of the Applicant will increase the level of long distance and operator service competition within the state. Empirical evidence has shown that as the level of competition increases in a market, consumers benefit from both reduced prices and improved service quality. In addition, competition provides consumers with a wider selection of products and services from which to choose. Prompt approval of this Application also will expand the availability of innovative, high quality and reliable telecommunications services within the State of Missouri. Customers will benefit by having alternatives from which to choose and from general improvements in price, features and options that are generated by competitive market pressures.

WHEREFORE, Conversant Technologies, Inc., respectfully requests the Commission to grant it a certificate of service authority to offer competitive intrastate interexchange telecommunication services including operator services within the state of Missouri; an order classifying it as a competitive telecommunications company providing competitive service; an order suspending, waiving or modifying the above referenced rules and statutory provisions as they relate to the regulation of the Applicant in the state of Missouri, and for such further orders as the Commission deems appropriate.

Respectfully submitted,

/s/ James M. Fischer

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Mr. James M. Fischer   Mo. Bar #27543  
Attorney at Law  
Fischer & Dority, P.C.  
101 Madison Street, Suite 400  
Jefferson City, Missouri 65101  
Telephone:   (573) 636-6758  
Facsimile:   (573) 636-0383

ATTORNEY FOR APPLICANT

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was hand- delivered or mailed, postage prepaid, this 18th day of June, 2009 to:

Kevin Thompson  
General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

Office of the Public Counsel  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102

/s/ James M. Fischer

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Mr. James M. Fischer

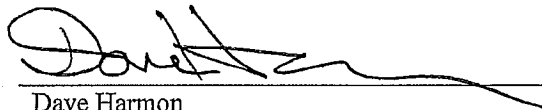


VERIFICATION

STATE OF TEXAS

COUNTY OF COLLINS

I, Dave Harmon, first being duly sworn upon oath depose and say I am Vice President of Conversant Technologies, Inc., a Texas Corporation; that I have read the above and foregoing application by me subscribed and know the contents thereof, that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

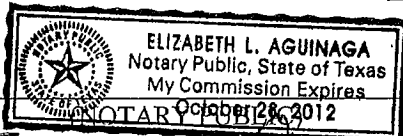


Dave Harmon  
Vice President  
Conversant Technologies, Inc.

Date

6/18/09

Subscribed and sworn before me this 18 day of June, 2009.



My Commission expires on:

10/28/2012

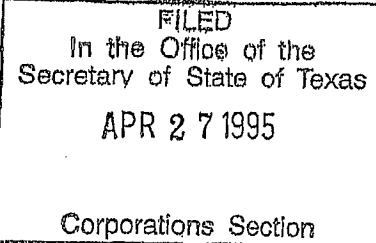
Elizabeth Aguinaga

**APPLICATION OF  
CONVERSANT TECHNOLOGIES, INC.**

Exhibit I

Articles of Incorporation  
&  
Certificate of Authority to Transact Business in Missouri  
(will be submitted upon receipt)

ARTICLES OF INCORPORATION  
OF  
CONVERSANT TECHNOLOGIES, INC.



The undersigned natural person of the age of 18 years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following articles of incorporation for the corporation:

1. The name of the corporation is Conversant Technologies, Inc.
2. The period of its duration is perpetual.
3. The purpose for which the corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.
4. The aggregate number of shares that the corporation shall have authority to issue is 1,000,000 shares of the par value of \$1.00 each. The shares are designated as common stock and have identical rights and privileges in every respect.
5. The corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money, labor done, or property actually received.
6. The street address of its initial registered office is 2509 Windsor Place, Plano, Texas 75075, and the name of its initial registered agent at that address is John D. Profanchik.
7. The number of directors constituting the initial Board of Directors is two, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name

Address

John D. Profanchik

2509 Windsor Place  
Plano, Texas 75075

Tony E. Bui

5513 Lakewhite Court  
Fairfax, Virginia 22170

8. The name and address of the incorporator is:

Name

Joe B. Allen III

Address

750 North St. Paul Street  
Suite 1900  
Dallas, Texas 75201

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 25th day of April, 1995.

  
\_\_\_\_\_  
JOE B. ALLEN III

i:\95085\articles.inc

**APPLICATION OF  
CONVERSANT TECHNOLOGIES, INC.**

Exhibit II

Proposed Tariff

MISSOURI  
INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
**Conversant Technologies, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Conversant Technologies, Inc. ("CTI") to inmates of correctional or confinement institutions within the state of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principle place of business.

Conversant Technologies, Inc. operates as a competitive telecommunications company within the state of Missouri.

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Issued: June 18, 2009

By:

John D. Profanchik, President & CEO  
6900 Alma Drive, Suite 180  
Plano, Texas 75023

Effective: August 2, 2009

MOOn0900

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**CHECK SHEET**

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

| <b>PAGE</b> | <b>REVISION</b> |   | <b>PAGE</b> | <b>REVISION</b> |   |
|-------------|-----------------|---|-------------|-----------------|---|
| Title       | Original        | * | 21          | Original        | * |
| 1           | Original        | * | 22          | Original        | * |
| 2           | Original        | * | 23          | Original        | * |
| 3           | Original        | * | 24          | Original        | * |
| 4           | Original        | * | 25          | Original        | * |
| 5           | Original        | * | 26          | Original        | * |
| 6           | Original        | * | 27          | Original        | * |
| 7           | Original        | * |             |                 |   |
| 8           | Original        | * |             |                 |   |
| 9           | Original        | * |             |                 |   |
| 10          | Original        | * |             |                 |   |
| 11          | Original        | * |             |                 |   |
| 12          | Original        | * |             |                 |   |
| 13          | Original        | * |             |                 |   |
| 14          | Original        | * |             |                 |   |
| 15          | Original        | * |             |                 |   |
| 16          | Original        | * |             |                 |   |
| 17          | Original        | * |             |                 |   |
| 18          | Original        | * |             |                 |   |
| 19          | Original        | * |             |                 |   |
| 20          | Original        | * |             |                 |   |

\* - indicates those pages included with this filing.

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**COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS**

Conversant Technologies, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

**STATUTES**

- |            |   |                                       |
|------------|---|---------------------------------------|
| 392.210.2  | - | Uniform System of Accounts            |
| 392.240(1) | - | Just & Reasonable Rates               |
| 392.270    | - | Ascertain Property Values             |
| 392.280    | - | Depreciation Accounts                 |
| 392.290    | - | Issuance of Securities                |
| 392.300.2  | - | Acquisition of Stock                  |
| 392.310    | - | Issuance of stock and debit           |
| 392.320    | - | Stock dividend payment                |
| 392.330    | - | Issuance of securities, debts & notes |
| 392.340    | - | Reorganization                        |

**COMMISSION RULES**

- |                  |   |                            |
|------------------|---|----------------------------|
| 4 CSR 240-10.020 | - | Depreciation fund income   |
| 4 CSR 240-30.040 | - | Uniform system of accounts |

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**SYMBOLS**

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

- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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**TARIFF FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

**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.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to automated operator assisted services provided by Conversant Technologies, Inc. for use by inmates in correctional institutions within the State of Missouri.

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By:

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Subscriber's location to a CTI 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.

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

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

**Commission** - The Missouri Public Service Commission.

**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 used for penalty or confinement purposes.

**CTI** - Used throughout this tariff to mean Conversant Technologies, Inc.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

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

**LEC** - Local Exchange Company.

**Subscriber** - The correctional institution which contracts for CTI's service. 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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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Conversant Technologies, Inc.**

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

CTI 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.

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 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.

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

**2.3 Limitations**

- 2.3.1 CTI provides calling services to inmates of confinement/correctional institutions.
- 2.3.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.3.3 CTI 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.
- 2.3.4 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.
- 2.3.5 All facilities provided under this tariff are directly or indirectly controlled by Conversant Technologies, Inc. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.3.6 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company**

- 2.4.1** CTT's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence
- 2.4.3** 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.
- 2.4.4** 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.
- 2.4.5** 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 prorata charge to the Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

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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 a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Taxes**

Unless otherwise indicated, all state and local taxes (i.e., sales tax, municipal utilities tax) are charged separately and are not included in the quoted rates.

**2.6.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge may be applied to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, up to \$0.56

**2.6.2 Missouri Universal Service Fund**

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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

**2.7 Payment for Service**

**2.7.1 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 CTI. 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).

**2.7.2 Disputed Charges**

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within ninety (90) days after the date 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 charges shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

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

**2.7 Payment for Service, (Cont'd.)**

**2.7.3 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 require the customer to establish a prepaid account.

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.

**2.7.4 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

**2.7.5 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 fifteen (15) 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.)**

**2.8 Refusal or Discontinuance by Company**

**2.8.1** CTI may refuse or discontinue service with proper notice to the Customer 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 to make proper application for service.
- C. For Customer's violation of any of the Company's rules on file with the Commission.
- 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.

**2.8.2** CTI may refuse or discontinue service without notice 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.)**

**2.9 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.

**2.10 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****3.1 General**

Conversant Technologies, Inc. provides automated operator-assisted services for communications originating and terminating within the State of Missouri. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering or call duration. Customers are charged based on their use of CTI's services. No installation charges apply.

**3.2 Timing of Calls**

**3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

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

**3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.

**3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.

**3.2.5** No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. CTI will terminate a call if the called party does not accept responsibility for the charges.

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

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Special Conditions for Inmate Services**

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

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

- a. At the request of the Confinement Facility, CTI may block inmate access to "800", "888", "950-XXXX", "10XXXX" numbers and other carriers or operator service providers.
- b. At the request of the Confinement Facility, CTI may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- c. At the request of the Confinement Facility, Conversant may block inmate access to specific telephone numbers.
- d. Availability of the Company's services may be restricted by the Confinement Facility to certain hours and/or days
- e. If notices or signage concerning the Company's services cannot be posted with its instruments, such information is provided to the administration of each Confinement Facility where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.
- f. At the request of the Confinement Facility, the Company may place time limits on local and long distance calls placed using its services.
- g. At the request of the Confinement Facility, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- h. Calls to "900", "976" or other pay-per-call services are blocked by the Company.

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

**3.4 CTI Institutional Automated Collect Operator Service**

Conversant Technologies Inc.'s Collect Calling Service is provided for use by inmates of Confinement Institutions within the state of Missouri. Interstate service is offered in conjunction with intrastate service.

Charges are based on call duration. Per-minute usage sensitive charges, as well as a per-call operator service charge, may apply. Calls are billed in full minute increments.

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

**3.5 CTI Prepaid Institutional Calling Services**

**3.5.1 General**

Conversant's Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires 90 days from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

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

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$50.00.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

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

**3.5 CTI Prepaid Institutional Calling Services, (Cont'd.)**

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

**A. Option A: Prepaid Debit Account**

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account, via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Prepaid debit accounts maybe closed at anytime. Remaining balances are refundable upon request after deducting all call charges, applicable taxes and transaction fees. Prepaid debit accounts will be closed automatically following 90 days of no activity.

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D.)****3.5 CTI Prepaid Institutional Calling Services, (Cont'd.)****3.5.1 General, (Cont'd.)****B. Option B: Prepaid Collect Service**

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

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

Prepaid debit accounts maybe closed at anytime. Remaining balances are refundable upon request after deducting all call charges, applicable taxes and transaction fees. Prepaid debit accounts will be closed automatically following 90 days of no activity.

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## 4.1 General

Customers are billed based on their use of Conversant Technologies, Inc.'s service. No fixed monthly recurring charges apply.

#### 4.2.1 Billing Cost Recovery Fee

|   |        |
|---|--------|
| Billing Cost Recovery Fee, per month where applicable | \$2.49 |
|---|--------|

At the request of the correctional facility, this charge will apply to automated collect calls which are placed by inmates of the facility when such calls are provided through the Company's own processing equipment at that facility. The purpose of the charge is to recover the costs of repair to the phone equipment as a result of damage caused by inmates housed at the correctional facility. This charge will apply in addition to all applicable usage charges and operator assistance service charges specified herein.

|                        |        |
|------------------------|--------|
| Charge per call, up to | \$0.85 |
|------------------------|--------|

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**SECTION 4 - RATES, (CONT'D.)****4.3 CTI Institutional Collect-Only Service Rates**

The following rates apply to outbound collect-only operator assisted calls placed by inmates in correctional institutions using the CTI network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

**4.3.1 Collect-Only Rates and Charges****A. Option A****1. Local**

Charge, per Call: \$3.00

**2. IntraLATA**

Rate Per Minute: \$0.50

Station-to-Station Surcharge: \$2.50

**3. InterLATA**

Rate Per Minute: \$0.50

Station-to-Station Surcharge: \$3.00

**B. Option B****1. Local**

Charge, per Call: \$4.00

**2. IntraLATA**

Rate Per Minute: \$0.50

Station-to-Station Surcharge: \$3.00

**3. InterLATA**

Rate Per Minute: \$0.50

Station-to-Station Surcharge: \$3.50

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

**4.4 CTI Institutional Prepaid Calling Services - Prepaid Debit Account**

**4.4.1 Prepaid Debit Account Rates and Charges**

**A. Option A**

**1. Local**

Charge, per Call: \$2.75

**2. IntraLATA**

Rate Per Minute: \$0.45  
Station-to-Station Surcharge: \$2.25

**3. InterLATA**

Rate Per Minute: \$0.45  
Station-to-Station Surcharge: \$2.75

**B. Option B**

**1. Local**

Charge, per Call: \$3.75

**2. IntraLATA**

Rate Per Minute: \$0.45  
Station-to-Station Surcharge: \$2.75

**3. InterLATA**

Rate Per Minute: \$0.45  
Station-to-Station Surcharge: \$3.25

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**SECTION 4 - RATES, (CONT'D.)****4.5 CTI Prepaid Institutional Calling Services - Prepaid Collect Service****4.5.1 Prepaid Collect Service Rates and Charges****A. Option A****1. Local**

Charge, per Call: \$2.75

**2. IntraLATA**

Rate Per Minute: \$0.45

Station-to-Station Surcharge: \$2.25

**3. InterLATA**

Rate Per Minute: \$0.45

Station-to-Station Surcharge: \$2.75

**B. Option B****1. Local**

Charge, per Call: \$3.75

**2. IntraLATA**

Rate Per Minute: \$0.45

Station-to-Station Surcharge: \$2.75

**3. InterLATA**

Rate Per Minute: \$0.45

Station-to-Station Surcharge: \$3.25

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