

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)	
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization)	
)	
Image Access, Inc)	
Compliance Plan)	

IMAGE ACCESS, LLC’S COMPLIANCE PLAN

I. INTRODUCTION

Image Access Inc (“Image Access” or “Company”) is a Louisiana Corporation certified to do business in 1997. Image Access provides facilities based residential home phone services and provides prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. (“Sprint”) The Company will obtain from Sprint the network infrastructure and transmission facilities to allow Image Access to operate as a Mobile Virtual Network Operator (“MVNO”).

Image Access is financially and technically capable of providing Lifeline-supported services.¹ Image Access currently provides local landline telecommunications services to non-Lifeline customers in Louisiana. Image Access is approved to provide Lifeline service in Louisiana and is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. In the event that USAC ceases disbursements for a period of time, the Company will still be able to provide service to its customers.

Image Access is a facilities based local home phone provider and prepaid wireless

¹ See Order at ¶ 387.

telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.² Image Access will avail itself of the FCC’s conditional grant of forbearance, hereby files its Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.³

II. BACKGROUND

In the *Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:⁴

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order,

² *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“*Order*”).

³ Although the Company qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements. The Company will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

⁴ See *Order* at ¶¶ 368, 373 and 379.

including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. IMAGE ACCESS WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

Image Access will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.⁵

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Image Access to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.⁶ The Commission and consumers are hereby assured that all Image Access customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Image Access handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on Image Access providing only E911-compliant handsets to its Lifeline customers.⁷ Image Access will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant.

In the event that an existing Image Access customer does not have an E911-compliant handset, the

⁵ To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.

⁶ See *Order* at ¶ 373.

⁷ See *id.*

Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

C. Consumer Eligibility and Enrollment

Image Access will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, Image Access will rely on the state identification or database.⁸ In instances where Image Access is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

Image Access understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”⁹ Upon receiving an application for Lifeline support, Image Access will check the National Lifeline Accountability Database (“NLAD”), to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service.

2. Initial and Annual Certification

Enrollment in person. The Company will primarily enroll Lifeline applicants through company events. When a prospective customer applies at an event, Company employees, agents or representatives (“personnel”) will ask to see a government issued ID and will validate the address via a USPS/Melissa Database. The Company will check the National Lifeline

⁸ See *Order* at ¶ 98.

⁹ See *Order* at ¶ 74.

Accountability Database, the Company will input the name/address combination into the Company's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from Image Access. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. In cases where an eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. Eligibility documents are returned to the customer after review. Finally, Image Access personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, Image Access will mail the phone to eligible customers once verification of eligibility is complete. Customers will be instructed to call the Company when they receive the phone in order to activate their account; this activation call will capture the customer's name and unique identifier (i.e. last four digits of SSN) in order to verify that the person activating the phone is the intended recipient.

3. Annual Re-Certification

Image Access understands that it must annually re-certify the eligibility of its entire Lifeline subscriber base and report the results to USAC, and the Company may elect to perform this re-certification on a rolling basis throughout the year.¹⁰ Each year, Image Access will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in

¹⁰ See *Order* at ¶ 130.

writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.¹¹ The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. Image Access will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Image Access understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.¹²

Alternatively, where a database containing consumer eligibility data is available, Image Access (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, Image Access will contact the subscriber every year during the annual certification process to obtain a valid address.¹³ Image Access understands that it may elect to have USAC administer the self-certification process on the Company's behalf.¹⁴

Image Access will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of Image Access's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

(1) that the Company has procedures in place to review consumers'

¹¹ *See id.*

¹² *See Order* at ¶ 132.

¹³ *See Order* at ¶ 131.

¹⁴ *See Order* at ¶ 133.

documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and

(2) that the Company is in compliance with all federal Lifeline certification procedures.¹⁵

D. De-Enrollment

If at any time a Image Access Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. Image Access Lifeline customers simply call the Company, via 611 or the toll-free customer service number, and they can speak to a live operator to de-enroll from Image Access's Lifeline program. Image Access will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).¹⁶

If a customer does not respond to the Company's annual verification survey within 30 days, or if Image Access has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), Image Access will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the

¹⁵ See Order at ¶ 126-27.

¹⁶ See Order at ¶ 122.

letter to demonstrate that his or her Lifeline service should not be terminated.¹⁷ Similarly, Image Access will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.¹⁸

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,¹⁹ Image Access will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. Image Access will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section III.B above. Image Access will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. Image Access will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.²⁰

Image Access will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, Image Access will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.²¹ Image Access will notify its subscribers at service initiation, via the certification form and via script that is reviewed

¹⁷ See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

¹⁸ See *Order* at ¶ 89.

¹⁹ See *Order* at ¶ 214-16.

²⁰ See *Order* at ¶ 257.

²¹ See *Order* at ¶ 257.

with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.²² An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.²³ Image Access will notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the Company's internal procedures. Image Access will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.²⁴

E. Lifeline Offering

Image Access will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, currently Sprint.²⁵ As summarized in Exhibit attached hereto, the Company's Lifeline offering will provide customers with 500 minutes of talk and text per month at no charge.²⁶ Lifeline customers will have access to voicemail, caller I.D. and call waiting services at no charge, even after their initial allotment of included minutes has

²² *See id.*

²³ *See Order* at ¶ 261.

²⁴ *See Order* at ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.

²⁵ The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

²⁶ The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions.

been consumed. Airtime minutes are not deducted for calls to customer service (via 611 or the toll free number) or calls to 911; customers may place calls to 911 for free, regardless of account balance or activation status. Customers are not bound by a local calling area requirement; Image Access provides domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. Image Access currently blocks roaming and international calling features, so Lifeline customers are not at risk for incurring unexpected charges for these features. Image Access does not impose burdensome credit checks or long-term service contracts. Image Access's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

IV. CONCLUSION

Image Access submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Accordingly, Image Access respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

Image Access, LLC

Dated July 19, 2016

Exhibit A

Sample Lifeline Certification Form

Image Access
Louisiana Lifeline Service Application and Certification

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Image Access (Image Access's) program in Louisiana. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ **I hereby certify that I have read and understand the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs(**check one**):

- | | |
|---|--|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Tribally Administered TANF (TATNF) |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Head Start (meeting income qualifying standards) (Tribal) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | |
| <input type="checkbox"/> National School Lunch Program's free lunch program | |

Tribal eligibility:

☐ I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____
Date of Birth ("DOB"): Month: ____ Day: ____ Year: ____ Last Four Digits of Social Security Number (or Tribal ID Number): _____
If Qualifying for Lifeline by Income: Income Level : _____ AND Number of Individuals in the Household: _____
Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street: _____ City: _____
State: _____ Zip Code: _____
Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street: _____ City: _____
State: _____ Zip Code: _____

Multiple households sharing and address:

☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete and include with this application multiple household worksheet.

Activation and usage requirement disclosures: To keep your account active, you must use your Lifeline service at least once during any 60 consecutive day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 consecutive days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30

day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understand the disclosures listed above regarding the Lifeline service activation and usage requirements.

Authorizations:

- ☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number, address, DOB, Lifeline enrollment and termination dates and the means through which the applicant qualified for Lifeline (i.e. Medicare or income)), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Documents/Benefit Cards Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)

Applicant Account Number	Rep/Agent Signature

Exhibit B

Proposed Lifeline Rate Plans

Lifeline 500 Minutes	\$9.25
Tribal Lifeline 1,000 Minutes	\$34.25

Additional Minutes:

75 Anytime Additional Minutes	\$5.00
250 Anytime Additional Minutes	\$13.50
500 Anytime Additional Minutes	\$25.00
1000 Anytime Additional Minutes	\$30.00

Texting: 3 texts per ONE minute of voice.

All plans include Caller ID, Call Waiting, and Voicemail.