

**Expert Telecom Compliance**  
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June 29, 2018

**VIA ELECTRONIC DELIVERY**

Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027  
(785) 271-3100

Re: Docket No. 18-GIMT-394-GIT; Annual Certification  
Sage Telecom Communications, LLC

Dear Sir/Madam:

Attached please find for filing in the above referenced docket Sage Telecom Communications, LLC's Eligible Telecommunications Carrier Annual Certification.

If you have any questions regarding this filing, please contact me at 678-672-2831 or etc@telecomcounsel.com.

Respectfully submitted,

*/s/ Victoria Martin*

Victoria Martin, Regulatory Specialist  
Expert Telecom Compliance

Attachments

**BEFORE THE KANSAS CORPORATION COMMISSION**

In the Matter of Certification of Compliance	)	
with Section 254(e) of the Federal	)	
Telecommunications Act of 1996 and	)	Docket No. 18-GIMT-394-GIT
Certification of Appropriate Use of Kansas	)	
Universal Service Fund Support	)	

**SAGE TELECOM COMMUNICATIONS, LLC’S ANNUAL CERTIFICATION**

Sage Telecom, Inc. was designated as an eligible telecommunications carrier (“ETC”) by the Kansas Corporation Commission (“Commission”) for federal and KUSF support purposes in Docket No. 03-SAGT-867-ETC by order dated October 9, 2003. On July 9, 2013 in Docket No. 13-SAGT-619-CCN, Sage Telecom, Inc. was granted approval to revise its ETC designation to reflect the pro forma internal structural change and name change to Sage Telecom Communications, LLC (“Sage”). Sage submits the following in accordance with the Order issued on April 5, 2018 in this Docket (“Order”) and Amended Order issued April 17, 2018, and respectfully requests that the Commission certify the Company’s continued eligibility to receive federal low income and KUSF support. Attachments 1 and 6 of the Order, attached hereto as Exhibit A, are the only attachments applicable to Sage.

Respectfully submitted,

*s/ Lance J.M. Steinhart*

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*Attorneys for Sage Telecom Communications, LLC*

June 28, 2018

**Exhibit A**

**Attachments 1 and 6**

THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Before Commissioners:           Chair Shari Feist Albrecht  
  Commissioner Jay Scott Emler  
  Commissioner Pat Apple

In the Matter of Certification of Compliance       )  
with Section 254(e) of the Federal                    )  
Telecommunications Act of 1996 and                    )       Docket No. 18-GIMT-394-GIT  
Certification of Appropriate Use of Kansas            )  
Universal Service Fund Support.                        )

**SECTION 254(e) CERTIFICATION**  
**FEDERAL UNIVERSAL SERVICE SUPPORT**  
**FCC Docket Reference: CC Docket No. 96-45**  
**and KANSAS UNIVERSAL SERVICE FUND SUPPORT**  
(Please type or print legibly)  
**(Circle all appropriate Support Received)**

1.       My title is Co-CEO of Sage Telecom Communications, LLC (Company/ Cooperative).  
In this capacity, I am in a position of authority to direct how federal high-cost Universal Service Funds (“USF”), Connect America Fund (“CAF”) support, and/or Kansas Universal Service Fund (“KUSF”) support received will be used and by this certification I am binding Sage Telecom Communications, LLC (Company/Cooperative) to the statements made in this certification.

2.       Sage Telecom, Inc. (Company/Cooperative) was named as an eligible telecommunications carrier by the Kansas Corporation Commission (“KCC”) for federal and KUSF support purposes in Docket No. 03-SAGT-867-ETC by order dated October 9, 2003. On April 3, 2013, Sage Telecom Inc. requested the KCC to revise and reissue its ETC designation to reflect the pro forma internal structural change and name change to Sage Telecom Communications, LLC. Approval was granted in Docket No. 13-SAGT-619-CCN on July 9, 2013.

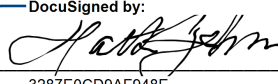
3.       By this affidavit, I certify that the USF, CAF and/or KUSF received by Sage Telecom Communications, LLC (Company/Cooperative) was used in the proceeding calendar year **2017** and will be used in the new calendar year **2019** only for the provision, maintenance, and upgrading of facilities and

**Attachment 1**

services for which the support is intended, as designated by the Federal Communications Commission, consistent with Section 254(e) of the Telecommunications Act, and/or Kansas statutes and KCC Requirements. Sage Telecom Communications, LLC only receives KUSF support for lines to which it provisions service via Local Wholesale Complete.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

(Pursuant to Kan. Stat. Ann. 53-601.)

DocuSigned by:  
  
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Signature

Nathan R. Johnson  
Printed/Typed Name

Executed on 6/27/2018 date.

Email address: njohnson@truconnect.com

**Annual ETC Certification of Requirements Imposed by the  
Commission in Docket Number 06-GIMT-446-GIT**

**1.** All ETCs must provide detailed information on any outage in the prior calendar year, as that term is defined in 47 CFR 4.5, of at least 30 minutes in duration for each service area in which an eligible telecommunications carrier is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affect: (i) at least 10% of the end users served in a designated service area; or (ii) a 911 specialty facility as defined in 47 CFR 4.5(e).

Date and time of Onset of the Outage	Description of the Outage and its Resolution	Particular services affected	Geographic Areas Affected	Steps Taken to Prevent a Similar Situation in the Future	Number of Customers Affected

**NONE**

(If necessary, please provide additional pages.)

**2.** Please provide the number of requests for service from potential customers within the recipient's service areas that were unfulfilled during the prior calendar year. If applicable, please explain how your company attempted to provide service to those potential customers.

**The Company is not aware of any unfulfilled requests for service from Lifeline eligible customers in the prior calendar year.**

**3.** Please provide the number of complaints per 1,000 connections (fixed or mobile) in the prior calendar year.

**0**

**18-GIMT-394-GIT****Attachment 6**

**4.** A wireline ETC must certify that it is in compliance with the Commission's quality of service standards and a wireless ETC must certify that it is in compliance with the CTIA Code. **Please complete the following, as applicable to your company.**

**QUALITY OF SERVICE WIRELINE ANNUAL CERTIFICATION****KCC Docket Reference: 06-GIMT-446-GIT**

(Please type or print legibly)

1. My title is Co-CEO of Sage Telecom Communications, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is complying with required quality of service standards. I am binding Sage Telecom Communications, LLC (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that Sage Telecom Communications, LLC (Company/ Cooperative) is in compliance with the Commission's quality of service standards as adopted in Docket No. 191,206-U.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 6/27/2018 (date).

DocuSigned by:


Signature  
808370CD9AF948E...Nathan R. Johnson

Printed/Typed Name

**QUALITY OF SERVICE WIRELESS ANNUAL CERTIFICATION****KCC Docket Reference: 06-GIMT-446-GIT**

(Please type or print legibly)

1. My title is Co-CEO of Sage Telecom Communications, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is complying with required quality of service standards. I am binding Sage Telecom Communications, LLC (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that Sage Telecom Communications, LLC (Company/ Cooperative) is in compliance with the CTIA Code.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 6/27/2018 (date).

DocuSigned by:


Signature  
3287E0C...Nathan R. Johnson

Print / Typed Name

**18-GIMT-394-GIT**  
**Attachment 6**

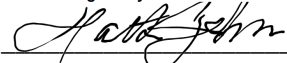
**5.** Each ETC must certify that it will be able to function in an emergency as set forth in 47 CFR § 54.202(a)(2). **See also Exhibit C**

**ABILITY TO FUNCTION IN AN EMERGENCY ANNUAL CERTIFICATION**  
**KCC Docket Reference: 06-GIMT-446-GIT**  
(Please type or print legibly)

1. My title is Co-CEO of Sage Telecom Communications, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is able to function in an emergency. I am binding Sage Telecom Communications, LLC (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that Sage Telecom Communications, LLC (Company/ Cooperative) is capable of functioning in an emergency.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 6/27/2018 (date).

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Signature

Nathan R. Johnson

Printed / Typed Name

**6.** 47 U.S.C. § 214(e)(1)(B) requires every ETC to advertise its services throughout the service area for which it has been designated “using media of general distribution.”  
**Please complete the following:**

Name of Media	Type of Media	Geographic Areas Reached	Dates Published
	Internet	Throughout service area	Ongoing

(If necessary, please attach additional pages.)



**18-GIMT-394-GIT**

**Attachment 6**

7. A competitive ETC must certify that it offers a local usage plan comparable to that of the incumbent. Please provide a description of the local usage plan(s) that is comparable to that of the incumbent and complete the certification.

**Similar to incumbent offerings, Sage offers a Lifeline discount off of its retail plan options and offers plans that allow for unlimited local usage. See attached Exhibit D for a summary of Sage's Lifeline rate plans, which also exceed incumbent offerings in several respects. When you consider calling scope, usage that might otherwise be considered long distance, access to additional service features, and mobility, consumers may find that Sage's wireless calling plans are comparable to the incumbent's service offering.**

**COMPARABLE LOCAL USAGE PLAN ANNUAL CERTIFICATION**

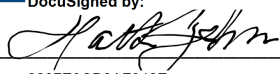
**KCC Docket Reference: 06-GIMT-446-GIT**

(Please type or print legibly)

1. My title is Co-CEO of Sage Telecom Communications, LLC (Company/Cooperative). In this capacity, I am in a position of authority to certify whether the Company/Cooperative offers a local usage plan comparable to that of the incumbent. I am binding Sage Telecom Communications, LLC (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that Sage Telecom Communications, LLC (Company/Cooperative) offers a local usage plan comparable to that of the incumbent.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 6/27/2018 (date).

DocuSigned by:  
  
3287E0CD9AF948E...  
Signature

Nathan R. Johnson

Printed/Typed Name

**Exhibit B**

**Support for Attachment 6, Quality of Service Wireless Certification**

## Service Quality and Consumer Protection

The Company is committed to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

The Company complies with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

1. Disclose Rates and Terms of Service – These are fully disclosed in advertising as well as on the Company's website.
2. Make Coverage Maps Available – Coverage maps are available on the Company's website.
3. Provide contract terms – The Company does not employ extended service contracts.
4. Allow a trial service – All wireless services, including Lifeline-supported services, are provided on a prepaid basis and therefore there is no extended commitment to the service on the part of the customer. If the service does not suit their needs, they can cancel service at any time without penalty.
5. Provide Specific Disclosure in advertising – All Company advertising, including its website, fully discloses charges and service parameters.
6. Separately Identify Carrier Charges from Tax on Billing Statements – The Company does not render billing statements to its prepaid customers, but for every transaction they make, service charges vs. taxes are fully described.
7. Provide Customers with the Right to Terminate Service Upon Changes to Their Contract – As mentioned, we don't employ contracts so this provision does not apply. Customers can, however, cancel service at any time without penalty.
8. Provide Ready Access to Customer Service – Customers can call customer service for free by dialing 611 or an 800 number. These numbers are disclosed on the Company's website and in advertising and customer welcome materials. Customers may also access Customer Service online through the Company's website.
9. Promptly Respond to Customer Inquiries and Complaints from Government Agencies – The Company promptly responds to all complaints. If a customer care representative cannot help a customer, there is an escalation process. The Company is committed to resolving customer questions, concerns and complaints in a swift and satisfactory manner.
10. Privacy Policy – The Company protects the privacy of customer information in accordance with applicable federal and state laws. Our privacy policy is available, via link, on every page of the Company's website.
11. Provide Consumers with Free Notifications for Voice, Data and Messaging Usage, and International Roaming – Due to the Company's service being provided on a prepaid basis, customers are not able to incur overage charges. However, the Company provides, at no charge, (a) a notification to consumers of domestic wireless plans that include limited data allowances when consumers approach their allowance for data usage; (b) a notification to consumers of domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach their allowance for those services; and (c) a notification to consumers without an international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. The Company

also clearly and conspicuously discloses tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.

12. Abide by the following principles regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, ("mobile wireless devices") that are locked by or at the direction of the carrier –

- (1) Disclosure. The Company has posted on its website its clear, concise, and readily accessible policy on postpaid and/or prepaid mobile wireless device unlocking.
- (2) Postpaid Unlocking Policy. Not Applicable.
- (3) Prepaid Unlocking Policy. Upon request, the Company will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.
- (4) Notice. The Company will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. The Company reserves the right to charge non-customers/nonformer-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the Company's website.
- (5) Response Time. Within two business days after receiving a request, the Company will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.
- (6) Deployed Personnel Unlocking Policy. The Company will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

The Company reserves the right to decline an unlock request if it has a reasonable basis to believe the request is fraudulent or the device is stolen.

**Exhibit C**

**Support for Attachment 6, Emergency Functionality Certification**

### **Functionality in Emergency Situations**

As a reseller, the Company relies upon its underlying facilities-based carriers for functionality in emergency situations. The Company obtains from Sprint and T-Mobile the network infrastructure and wireless transmission facilities to allow the Company to operate as a Mobile Virtual Network Operator (“MVNO”). Through these agreements, the Company provides to its customers the same ability to remain functional in emergency situations as currently provided by Sprint and T-Mobile to their own customers. As Tier I carriers, Sprint and T-Mobile have redundancies, back-up generator power and an extensive disaster recovery program. The Sprint and T-Mobile wireless networks have reasonable amounts of back-up power and the ability to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations. As a reseller of Sprint and T-Mobile, these capabilities benefit the Company’s customers.

**Exhibit D**

**Support for Attachment 6, No. 7 – Rate Plans**

**LIFELINE OFFERING EFFECTIVE 12/1/2017**

<b>Plan</b>	<b>Minutes</b>	<b>Text</b>	<b>Data</b>	<b>Net Cost to Lifeline Customer</b>
<b>Basic Lifeline Plan</b>	750	Unlimited	1 GB	<b>\$ 0.00</b>
<b>Bundled Plan 1</b>	Unlimited	Unlimited	1.5 GB	<b>\$15.00</b>
<b>Bundled Plan 2</b>	Unlimited	Unlimited	3.0 GB	<b>\$25.00</b>
<b>Bundled Plan 3</b>	Unlimited	Unlimited	5.0 GB	<b>\$35.00</b>

Plans Include:

- Free data-capable device
- Free calls to Company Customer Service
- Free calls to 911 emergency services
- Free access to Voicemail, Caller-ID, Call Waiting, Call Forwarding, and 3-Way Calling
- Free Domestic Long Distance
- Data at 3G speeds or higher

**Additional airtime available for purchase**

<b>Top Up Options*</b>			
<b>Price</b>	<b>Domestic Minutes**</b>	<b>Int'l Minutes**</b>	<b>Data**</b>
\$5.00	500	Unlimited to Mexico, China, Canada & 55 more or \$5 additional international minutes	500MB
\$10.00	1000		1.0 GB
Included in all Plans		Unlimited to Mexico, China, Canada	

\* All Top Up options expire after 30 days

\*\* Top Up options are “either/or”, meaning for example, for the top up price of \$5.00, customers can purchase *either* 500 Domestic minutes *or* 500 MB of data or Unlimited to Mexico, China, Canada & 55 more or \$5 additional international minutes

Complete terms and conditions available at:

<https://www.truconnect.com/legal-terms-and-conditions-personal/>