

**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued By: Tariff Administrator

Massachusetts Tariff No. 1  
Original Page 1

Issued: March 29, 2010

Effective: April 28, 2010

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**MASSACHUSETTS**

**RESALE TELECOMMUNICATIONS SERVICE TARIFF**

**of**

**DSI-ITI, LLC**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate telecommunications services by DSI-ITI, LLC ("DSI") between locations within the State of Massachusetts.

Issued: May 19, 2016

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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>	
1	Original		26	Original	
2	1 <sup>st</sup> Revised	*	27	1 <sup>st</sup> Revised	
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6	Original		31	Original	
7	1 <sup>st</sup> Revised	*	32	1 <sup>st</sup> Revised	*
8	1 <sup>st</sup> Revised	*	33	Original	
9	Original		34	1 <sup>st</sup> Revised	*
10	Original		34.1	Original	*
11	Original		35	Original	
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\* - indicates those pages included with this filing.

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### **EXPLANATION OF SYMBOLS**

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

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued 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.
- (S)** - To signify reissued material.
- (X)** - To signify a correction or reissued matter.

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### **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resold Institutional Operator Assisted Calling ("IOAC") on a common carrier basis by DSI-ITI, LLC within the State of Massachusetts.

### **SERVICE AREA MAP**

DSI-ITI, LLC will provide intrastate service throughout the State of Massachusetts.

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### TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet 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 sheet version on file with the M.D.T.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven 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.
- D. Check Sheets** - When a tariff filing is made with the M.D.T.C., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Ancillary Service Charge** – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls. (N)  
(N)

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Called Party** - The party to which the Caller intends to reach via telephone.

**Called Party / Collect** - The party which has agreed to accept the collect call placed by the inmate, whether or not they are a Customer of the Company. The Called Party / Collect is responsible for all charges related to the call and are subject to the provisions of the tariff, which are applicable to the call accepted.

**Calling Party** - The party which initiates a telephone call to a Called Party.

**Commission** - Refers to the Massachusetts Department of Telecommunications and Cable.

**Company or Carrier** - DSI-ITI, LLC issuer of this tariff.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

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

**DSI** - DSI-ITI, LLC, the issuer of this tariff.

**Institution** - Any type of confinement or correctional facility which houses inmates.

**Institutional Operator Assisted Services ("IOAS")** - applies specifically to telephone service provided at an institution for use by inmates in making collect-only calls.

**Jail** – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

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**LATA** - Local Area of Transport and Access.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**M.D.T.C.** - Massachusetts Department of Telecommunications and Cable.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Prison** – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

(N)  
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(N)

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.



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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of DSI**

DSI's services and facilities are furnished for communications originating at specified points within the Commonwealth of Massachusetts under terms of this tariff.

DSI installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. DSI may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the DSI network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### **2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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

### **2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3** 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.

### **2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by DSI and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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

### **2.5 Liability of the Company**

- 2.5.1** 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 or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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

### **2.6 Billing and Payment for Service**

#### **2.6.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A)** Charges will be included on the Called Party / Collect's local exchange company bill or may be billed directly by the Company.
- (B)** Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C)** The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D)** If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered past due.

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

### **2.6 Billing and Payment for Service, (Cont'd.)**

#### **2.6.1 Responsibility for Charges, (Cont'd.)**

- (E)** A past due account may result in the blocking of the Called Party's service and the Called Party may no longer be able to receive IOAS collect calls until the past due portion of the bill is paid and the Customer's account is current. The Company does not charge a late charge for unpaid bills.
- (F)** Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G)** The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered. A positive response by the Called Party indicating the willingness to accept for and pay for the call must be received by the Company before completing the call.
- (H)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (I)** Customers and end users who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the M.D.T.C. consumers services division.

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

### **2.6 Billing and Payment for Service, (Cont'd.)**

#### **2.6.2 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Massachusetts Department of Telecommunications and Cable. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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

### **2.6 Billing and Payment for Service, (Cont'd.)**

#### **2.6.3 Deposits**

The Company does not require Deposits.

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit of up to two months' estimated charges which the Company may apply against overdue charges. Interest on deposits is credited annually, or upon termination of the service, or upon return of the deposit by the Company. The receipt of a deposit does not relieve the Customer from their responsibility to pay bills promptly.

For deposits required of residential Customers, the rate of interest is equivalent to the rate paid on two-year U.S. Treasury notes for the preceeding 12 months ending Decemeber 31<sup>st</sup>. Interest is credited annually or upon the return of the deposit by the Company.

#### **2.6.4 Advance Payments**

The Company does not require Advance Payments.

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

### **2.6 Billing and Payment for Service, (Cont'd.)**

#### **2.6.5 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Massachusetts state law.

#### **2.6.6 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Massachusetts law and Massachusetts Department of Telecommunications and Cable.

#### **2.6.7 Billing Dispute**

- A.** Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C.** Customers may contact the Company's business office at the following toll-free number: 1-877-650-4249.
- D.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Massachusetts Department of Telecommunications and Cable  
1000 Washington Street, Suite 820  
Boston, MA 02118-6500  
Telephone: 617-350-3531



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

### **2.7 Taxes and Fees**

- 2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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

### **2.8 Refunds or Credits for Service Outages or Deficiencies**

#### **2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

#### **2.8.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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

### **2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

### **2.10 Refusal or Discontinuance by Company**

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the residential Customer shall be given fifteen (15) days notice prior to discontinuance of service, with five (5) days certified mail notice prior to the expiration of the fifteen (15) days to comply with any rule or remedy any deficiency:

**2.10.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. DSI will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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

**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

**2.10.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice via 1st Class U.S. Mail to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice via 1st Class U.S. Mail to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to DSI or its agents for the purpose of inspection and maintenance of equipment owned by DSI or its agents.
- E.** For noncompliance with or violation of Commission regulation or DSI's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect DSI's equipment or service to others.

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

**2.10 Refusal or Discontinuance by Company, (CONT'D.)**

**2.10.2 (Cont'd.)**

- G.** Without notice in the event of tampering with the equipment or services owned by DSI or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, DSI may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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

### **2.11 Interconnection**

Service furnished by DSI may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with DSI's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

### **2.12 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of DSI's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General**

DSI provides operator assisted services originating from correctional facilities for communications originating and terminating within the Commonwealth of Massachusetts. The Company's services are available twenty-four (24) hours per day, seven (7) 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, and/or call duration. Customers are billed based on their use of DSI's services and network.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the DSI network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 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.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.



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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.3 Rate Periods**

Unless otherwise specified in this tariff, the following rate periods apply to services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN	
8:00 AM TO 5:00 PM*	DAY							
5:00 PM TO 11:00 PM*	NON-DAY (Peak/Off-Peak)							
11:00 PM TO 8:00 AM*								

\* Up to but not including.

**3.4 Holidays**

The Company does not offer Holiday rates.

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### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

**Step 1** -Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

**Step 2** -Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

**Step 3** -Square the differences obtained in Step 2.

**Step 4** -Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5** -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6** -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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Mobile, Alabama 36607  
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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Miscellaneous Rates and Charges**

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## **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### **3.7 Institutional Operator Assisted Calling**

Institutional Operator Assisted Service("IOAS")is available to inmates of subscribing Institutions in which the administration of the facility contracts with the Company on behalf of the inmate population. IOAS allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

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

**3.7.1** For services provided to Inmates of Institutions, the following special conditions apply:

- a.** Calls to "900", "976" or other pay-per-call services are blocked by DSI.
- b.** At the request of the Institution, DSI may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c.** At the request of the Institution, DSI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d.** At the request of the Institution, DSI may block Inmate access to specific telephone numbers.
- e.** Availability of DSI's services may be restricted by the Institution to certain hours and/or days of the week.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Institutional Operator Assisted Calling, (Cont'd.)**

**3.7.1 (Cont'd.)**

- f.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning DSI's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g.** At the request of the Institution, DSI may impose time limits on local and long distance calls placed using its services.
- h.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

**3.7.2 Identifying Rates for Collect Calls**

- a.** When a Collect Call is made, the Company will identify itself to the Called Party before connecting the call.
- b.** The Company will disclose immediately how the Called Party may obtain rate quotations before connecting the call, or the Company will fully disclose the rate to be charged for the call including any surcharges.
- c.** The Company will allow the Called Party to terminate the call at no charge before the call is connected.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Institutional Operator Assisted Calling, (Cont'd.)\* (T)**

**3.7.3 Rates and Charges**

The following rates and charges apply to all local, intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

**3.7.4 Local Rates and Charges**

Rate Per Minute: \$0.25 (I)

**3.7.5 IntraLATA / InterLATA Rates and Charges**

Rate Per Minute: \$0.25 (C)(I)

\* These rates are being filed in compliance with the June 14, 2016 Interlocutory Order in D.T.C. 11-16 and the DTC's June 14, 2016 Notice of Changes to Rates and Charges for Inmate Calling Services. (T)  
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## **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### **3.8 Prepaid Collect Service**

#### **3.8.1 Description**

Prepaid Collect Service allows recipients of collect calls from inmate facilities to set up a prepaid account with the Company from which such calls are decremented. Inmates place a collect call through the standard dialing pattern to a specific telephone number (station to station). The Subscriber accepts the collect call and the charges for that call are deducted from the Subscriber's Prepaid Account. Funds in this Prepaid Account may only be used for payment of calls received by Subscribers to their telephone number specified to the Company when the Prepaid Account is established.

Prepaid Collect Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmates's Prepaid Account. Customers may obtain the current Available Usage Balance, last payment made and last payment date by calling the Company's Customer Service toll free number twenty-four (24) hours a day, seven (7) days a week.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.8 Prepaid Collect Service, (Cont'd.)\* (T)**

**3.8.2 Local Rates and Charges**

Rate Per Minute: \$0.21 (C)(I)

**3.8.3 IntraLATA / InterLATA Rates and Charges**

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

Rate Per Minute: \$0.21 (C)(I)

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## **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### **3.9 Institutional Prepaid Service**

#### **3.9.1 Description**

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the institution, the company will set up a Prepaid Account for calls placed from the institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments. Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account on a real time basis as the call progresses.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

- 3.9 Institutional Prepaid Service, (Cont'd.)\* (T)**
- 3.9.2 Local Rates and Charges**
- Rate Per Minute: \$0.21 (C)(I)
- 3.9.3 IntraLATA / InterLATA Rates and Charges**
- The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.
- Rate Per Minute: \$0.21 (C)(I)

\* These rates are being filed in compliance with the June 14, 2016 Interlocutory Order in D.T.C. 11-16 and the DTC's June 14, 2016 Notice of Changes to Rates and Charges for Inmate Calling Services. (T)  
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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.10 Ancillary Service Charges**

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

Automated payment fees            \$3.00

**3.10.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee                        \$5.95

**3.10.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees        \$2.00

(N)

(N)

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## **SECTION 4 - CONTRACTS AND PROMOTIONS**

### **4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

### **4.2 Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

Promotions are subject to the prior approval of the M.D.T.C.

The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

Special offerings will not exceed a period of ninety (90) days.