

MASSACHUSETTS  
OPERATOR ASSISTED  
RESALE TELECOMMUNICATIONS SERVICE TARIFF  
OF  
**Public Communications Services, Inc.**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate telecommunications services by Public Communications Services, Inc. ("PCS, Inc.") between locations within the State of Massachusetts.

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Issued: April 19, 2002

Effective: May 19, 2002

By:

Joe Pekarovic, Vice President of Sales  
Public Communications Services, Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025

MAAn0200

**CHECK SHEET**

Sheets listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>	
1	Original		24	Original	
2	2 <sup>nd</sup> Rev.	*	25	Original	
3	Original		26	1 <sup>st</sup> Rev.	*
4	Original		27	Original	
5	Original		28	Original	
6	Original		29	2 <sup>nd</sup> Rev.	*
7	Original		30	2 <sup>nd</sup> Rev.	*
8	1 <sup>st</sup> Rev.	*	30.1	Original	*
9	1 <sup>st</sup> Rev.	*	31	Original	
10	1 <sup>st</sup> Rev.	*			
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				

\*- indicates sheets included in this filing

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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 pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Department is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a tariff filing is made with the Department, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Department.

**EXPLANATION OF SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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Effective: May 19, 2002

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Public Communications Services, Inc., within the State of Massachusetts.

For services rendered to residential customers, the Company agrees to comply with the requirements as set forth in M.D.T.C. 18448, Rules and Practices Relating to Telephone Service to Residential Customers.

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**SERVICE AREA MAP**

Public Communications Services, Inc. will provide intrastate service throughout the State of Massachusetts.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a PCS designated switching center or point of presence.

**Aggregator** - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with PCS for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this tariff.

**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)

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Company** - Public Communications Services, Inc. , issuer of this tariff.

**Confinement Institution** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with PCS for the provision of service for use by their Inmate population.



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

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on a per call basis from Aggregator locations or through equipment provided by an Aggregator. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Department** - Massachusetts Department of Telecommunications & Cable.

(T)

**Inmates** - The confined population of Institutions.

**Institutions** - See Confinement Institution.

**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 access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Pay Telephone** - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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

**PCS** - Used throughout this tariff to refer to Public Communications Services, Inc. , unless otherwise clearly indicated by the context.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**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.

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**Subscriber** - Used throughout this tariff to refer to Customers, Aggregators or Institutions which arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**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 is used for the purposed of rating calls.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of PCS

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

PCS installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. PCS may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the PCS 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 days (7) per week.

For services rendered to residential Customers, the Company agrees to comply with the requirements as set for in M.D.T.C. 18448, *Rules and Practices Relating to Telephone Service to Residential Customers*.

### 2.2 Limitations

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** PCS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.3** 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.

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Effective: May 19, 2002

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

**2.2 Limitations, Cont'd.**

**2.2.4** All facilities provided under this tariff are directly or indirectly controlled by PCS and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.2.6** PCS reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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

**2.4 Liabilities of the Company**

- 2.4.1** PCS's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for 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, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

**2.4 Liabilities of Company, Cont'd.**

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.5 Deposits**

The Company does not collect deposits from Customers.

**2.6 Advance Payments**

The Company does not collect advance payments from Customers.

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

**2.7 Taxes and Fees**

- 2.7.1** The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- 2.7.2** 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. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.9 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s). 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 to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Billing and payment for service by residential Customers shall be according to M.D.T.C. 18448, *Rules and Practices Relating to Telephone Service to Residential Customers*.

**2.10.1 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**2.10.2 Return Check Charge**

A return check charge of \$20.00 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 (i.e. local exchange company and/or commercial credit card company) and pursuant to Massachusetts law and the M.D.T.C. regulations.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.11 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Consumer Division, Massachusetts Department of Telecommunications and Energy, One South Station, Boston, Massachusetts 02002, Telephone 617-305-3531 or 1-800-392-6066.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.12 Cancellation 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. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

**2.13 Interconnection**

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

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

**2.14 Refusal or Discontinuance by Company**

**2.14.1** PCS may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (a) For failure of the Customer to pay a bill for a regulated service when it is due, including non-payment of a Customer Account Renewal of a fully-depleted balance.
- (b) For failure of the Customer to meet the Company's deposit and credit requirements, if applicable.
- (c) For failure of the Customer to make proper application for service.
- (d) For Customer's violation of any of the Company's rules on file with the Commission.
- (e) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (f) For Customer's breach of the contract for service between the Company and the Customer.
- (g) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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Issued: April 19, 2002

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.14 Refusal or Discontinuance by Company, (Cont'd.)**

**2.14.2** PCS may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (a) In the event of tampering with the Company's equipment.
- (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (d) In the event of fraudulent use of the service.

**2.15 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 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to 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.

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Issued: April 19, 2002

Effective: May 19, 2002

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

**2.16 Inspection, Testing and Adjustment**

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

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.18 Cost of Repair**

Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

### SECTION 3 - RATES AND SERVICES

#### 3.1 General

PCS provides operator assisted services and operator assisted calling services for communications originating and terminating within the Commonwealth of Massachusetts. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this tariff, intrastate service is offered in conjunction with interstate service.

In addition, the Company offers automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network for communications originating and terminating within the Commonwealth of Massachusetts under terms of this tariff.

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**SECTION 3 - RATES AND SERVICES, CONT'D.**
**3.2 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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**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.3 Rate Periods**

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

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to, but not including.

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**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.4 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.3.3** Minimum call duration and additional increments for billing are specified in the description of each service.

**3.3.4** There is no billing applied for incomplete calls.

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**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.5 Miscellaneous Rates and Charges**

**3.5.1 [Reserved For Future Use]**

**(D)**

**(D)**

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Reston, VA 20190

**SECTION 3 - RATES AND SERVICES, CONT'D.****3.6 Institutional Operator Services**

Institutional operator assisted service 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 PCS. 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.

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 PCS.
- b. At the request of the Institution, PCS 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, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, PCS may block Inmate access to specific telephone numbers.
- e. Availability of PCS's services may be restricted by the Institution to certain hours and/or days of the week.

**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.6 Institutional Operator Services, 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 PCS'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, PCS 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.

**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.6 Institutional Operator Services, Cont'd.\***

**(T)**

**3.6.1 Local and IntraLATA Rates and Charges**

Calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The maximum duration of a call is fifteen (15) minutes unless otherwise determined by the Institution being served.

**A. Usage Charges:**

Rate Per Minute:                      \$0.25 **(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.

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**SECTION 3 - RATES AND SERVICES, CONT'D.**

**3.6 Institutional Operator Services, Cont'd.\* (T)**

**3.6.2 InterLATA Rates and Charges**

Calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The maximum duration of a call is fifteen (15) minutes unless otherwise determined by the Institution being served.

**A. Usage Charges:**

Rate Per Minute: \$0.25 (I)

**3.6.3 Prepaid and Debit Rates and Charges – Local, IntraLATA and InterLATA (N)**

Calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The maximum duration of a call is fifteen (15) minutes unless otherwise determined by the Institution being served.

**A. Usage Charges:**

Rate Per Minute: \$0.21 (N)

\* 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 - RATES AND SERVICES, CONT'D.**

**3.6 Institutional Operator Services, Cont'd.**

(N)

**3.6 Ancillary Service Charges**

**3.6.1 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

**3.6.2 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

**3.6.3 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)

## SECTION 4 - PROMOTIONS

### 4.1 General

From time to time, Company may, upon Commission approval offer specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

### 4.2 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, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

By:

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