
RHODE ISLAND

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Public Communications Services, Inc.

d/b/a GTL

(T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Public Communications Services, Inc. d/b/a GTL ("PCS") to inmates of correctional or confinement institutions within the state of Rhode Island. This tariff is on file with the Rhode Island Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

(T)

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Effective: November 15, 2014

By:

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12021 Sunset Hills Road, Suite 100
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CHECK SHEET

The pages in this tariff are effective as of the date shown at the bottom of the respective page(s). 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.

PAGE	REVISION		PAGE	REVISION	
1	1 st		21	1 st Rev.	
2	5 th Rev.	*	22	2 nd Rev.	*
3	1 st Rev.		23	2 nd Rev.	*
4	1 st Rev.		24	2 nd Rev.	*
5	1 st Rev.		25	4 th Rev.	*
6	1 st Rev.				
7	2 nd Rev.	*			
8	1 st Rev.				
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* - indicates those pages included with this filing

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SYMBOLS

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

- (C)** - To signify changed regulation.
- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. 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.

D. Check Sheets - When a tariff filing is made with the Commission, 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).

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Public Communications Services, Inc. d/b/a GTL for use by inmates in correctional institutions within the State of Rhode Island.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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)

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

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

Company or Carrier – Public Communications Services, Inc. d/b/a GTL, unless otherwise clearly indicated by the context.

Commission - The Rhode Island Public Utilities Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

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

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. (N)
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|
|
|
(N)

LEC - Local Exchange Company.

PCS - Used throughout this tariff to mean Public Communications Services, Inc. d/b/a GTL.

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)
|
|
|
(N)

Subscriber - The correctional institution which orders or uses PCS's service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of PCS

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

PCS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. PCS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the PCS services. 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 hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

- 2.2.1 PCS provides calling services to inmates of confinement/correctional institutions.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.3 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.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.6 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

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 the Subscriber or 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, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 Deposits and Advance Payments

2.5.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

2.5.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, PCS reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.6 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.7 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between PCS and the Customer. 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.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by PCS. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

2.8.4 Return Check Charge

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.9 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 or Subscriber 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 Subscriber.

2.10 Refusal or Discontinuance by Company

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

- A.** For failure of the Customer to pay a bill for service when it is due.
- B.** For failure of the Customer or Subscriber to make proper application for service.
- C.** For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
- D.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- E.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
- F.** For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- G.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.10 Refusal or Discontinuance by Company, Cont'd.

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

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.12 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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SECTION 3 -DESCRIPTION OF SERVICE

3.1 General

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of PCS's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

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

3.2.3 The minimum call duration and initial period for billing purposes is one minute.

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

3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. PCS will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.

3.3 Institutional Operator Assisted Calling

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.

3.3.1 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 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.
- 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' 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. (T)
- G.** At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services. (T)
- H.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.

3.4 Prepaid Collect Service

3.4.1 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.

Usage for each call placed is deducted from the Available Usage Balance in the Inmates' 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. (T)

SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.

3.5 Institutional Prepaid Service

3.5.1 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. 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.

(T)

SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.

3.6 [Reserved For Future Use]

(D)

(D)

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SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.

3.6 [Reserved For Future Use], Cont'd.

(D)

(D)

By:

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SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company.

Customers are billed based on their use of the Company's long distance service. No fixed monthly recurring charges apply.

4.2 Time of Day Rate Periods

Rates for service are not time of day sensitive.

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SECTION 4 - RATES, CONT'D.

4.3 Institutional Operator Assisted Calling

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

A per minute rate applies to all calls.

(C)

4.3.1 Plan A

A. Local

Rate per minute \$0.20

(D)

B. IntraLATA

Rate per minute \$0.20

(D)

SECTION 4 - RATES, CONT'D.

4.4 Prepaid Collect Service

A per minute rate applies to all calls.

(C)

4.4.1 Plan A

A. Local

Rate Per Minute: \$0.20

(D)

B. IntraLATA

Rate Per Minute: \$0.20

(D)

SECTION 4 - RATES, CONT'D.

4.5 Institutional Prepaid Service

A per minute rate applies to all calls.

(C)

4.5.1 Plan A

A. Local

Rate Per Minute: \$0.20

(D)

B. IntraLATA

Rate Per Minute: \$0.20

(D)

SECTION 4 - RATES, CONT'D.

4.6 Miscellaneous Charges

4.6.1 [Reserved for Future Use]

4.6.2 [Reserved For Future Use]

(D)
|
(D)

4.6.3 [Reserved For Future Use]

(D)
|
|

4.6.4 [Reserved for Future Use]

(D)
|

4.6.5 {Reserved For Future Use}

(D)
|
(D)

4.6.6 [Reserved For Future Use]

(D)
|
|
(D)

4.6.7 Ancillary Service Charges

(N)
|

A. 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

B. 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

C. 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)
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