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*This tariff, Nebraska Tariff No. 2 issued by Public Communications Services, Inc. d/b/a ViaPath Technologies cancels and replaces in its entirety Nebraska Tariff No. 1 issued by Public Communications Services, Inc. d/b/a ViaPath Technologies*

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**TELECOMMUNICATIONS TARIFF OF  
PUBLIC COMMUNICATIONS SERVICES, INC.  
D/B/A VIAPATH TECHNOLOGIES**

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This tariff contains the descriptions, regulations, and rates applicable to the provision of intrastate automated operator assisted calling services for inmate in correctional institutions, by Public Communications Services, Inc. d/b/a ViaPath Technologies (the “Company”) within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: April 15, 2022

Effective: April 25, 2022

By:

Tariff Administrator  
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042  
web.connectnetwork.com  
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**CHECK SHEET**

Pages, as listed below, 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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
	<b>LEVEL</b>			<b>LEVEL</b>	
Title	1st Revised	*	26	2nd Revised	*
1	3rd Revised	*	27	2nd Revised	*
2	1st Revised	*	28	2nd Revised	*
3	1st Revised	*	29	3rd Revised	*
4	1st Revised	*	30	3rd Revised	*
5	2nd Revised	*	31	3rd Revised	*
6	2nd Revised	*	32	1st Revised	*
7	1st Revised	*			
8	1st Revised	*			
9	1st Revised	*			
10	1st Revised	*			
11	1st Revised	*			
12	1st Revised	*			
13	1st Revised	*			
14	1st Revised	*			
15	1st Revised	*			
16	1st Revised	*			
17	1st Revised	*			
18	1st Revised	*			
19	1st Revised	*			
20	1st Revised	*			
21	2nd Revised	*			
22	2nd Revised	*			
23	1st Revised	*			
24	2nd Revised	*			
25	2nd Revised	*			

\* - included in this filing.

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**TABLE OF CONTENTS**

Check Sheet ..... 1

Table of Contents ..... 2

Symbols ..... 3

Tariff Format ..... 4

Section 1 - Terms and Abbreviations ..... 5

Section 2 - Rules and Regulations ..... 8

Section 3 - Service Descriptions ..... 21

Section 4 - Rates and Charges ..... 25

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### **SYMBOLS**

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

- C** Changed regulation.
- D** Delete or discontinue.
- I** Change Resulting in an increase to a Customer's bill.
- M** Moved from another tariff location.
- N** New.
- R** Change resulting in a reduction to a Customer's bill.
- T** Change in text 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. 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 Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission 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 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). 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 Commission.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Aggregator** - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also 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.

**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.

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

**Carrier or Company** - Public Communications Services, Inc. d/b/a ViaPath Technologies, unless otherwise indicated by the context. (T)

**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.

**Commission** - Refers to the Nebraska Public Service Commission.

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

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**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.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. 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.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**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.

**LEC** - Local Exchange Company.

**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.

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

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**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.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the State of Nebraska under terms of this Tariff.

The Company 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. The Company 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 Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services 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.

**2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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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.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

**2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by PCS 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 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 Company's bills shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

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

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

**2.6.1 Deposits**

The Company does not require Customer deposits.

**2.6.2 Advance Payments**

The Company does not require Advance Payments.

**2.6.3 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 Nebraska state law.

**2.6.4 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 Nebraska law and Nebraska Public Service Commission regulations.

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

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

**2.6.5 Billing Dispute**

1. Any objections to billed charges must be reported to the Company or its billing agent in writing 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.
2. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
3. Customers may contact the Company's business office at the following toll-free number: 1-888-288-9879.
4. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Nebraska Public Service Commission  
300 The Atrium  
1200 N. Street  
Lincoln, NE 68509-4927

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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 for services paid for in arrears. 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** 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 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.

**2.9 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.

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

**2.10 Refusal or Discontinuance by Company**

**2.10.1** 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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**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 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.

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

**2.11 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.

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

**2.12 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.13 Interconnection**

Service furnished by PCS 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 PCS service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.14 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 PCS' service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.15 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.

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**SECTION 3 - SERVICE DESCRIPTIONS**

**3.1 General**

PCS provides 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 State of Nebraska under terms of this tariff.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the PCS 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.

**3.3 Mileage Calculation**

The Company does not rate calls based on mileage.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.4 [Reserved For Future Use]**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.4 [Reserved For Future Use], (Cont'd.)**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.5 Institutional Operator Assisted Calling**

Institutional operator assisted service allows inmates of confinement institutions 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.
- 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.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.6 Prepaid Collect Service**

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 Inmate'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 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.7 Institutional Debit Service**

Institutional Debit 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 Debit 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.

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**SECTION 4 - RATES AND CHARGES**

**4.1 Institutional Operator Assisted Calling**

The total charge for each operator assisted call consists of a usage charge, dependent on the duration, distance and time of day of the call, and an automated collect operator service charge. Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

**4.1.1 Rate Plan A**

**A. Local Calls**

**1. Per Minute Charges:**

Per Minute Rate	\$0.25
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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

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

**4.1.1 Rate Plan A, (Cont'd.)**

**B. InterLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate per minute:                      \$0.69

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

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

**4.1.1 Rate Plan A, (Cont'd.)**

**C. IntraLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

<b>Mileage Band</b>	<b>Day</b>	<b>Evening/Night/ Weekend</b>
ALL	\$0.1600	\$0.0900

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

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

**4.1.2 Rate Plan B**

**A. Local Calls**

**1. Usage Charges:**

Rate Per Minute: \$0.13

**B. IntraLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

**C. InterLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.2 Prepaid Collect Service**

**4.2.1 Rate Plan A**

**A. Local Calls**

**1. Usage Charges:**

Rate Per Minute: \$0.13

**B. IntraLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

**C. InterLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.3 Institutional Debit Service**

**4.3.1 Rate Plan A**

**A. Local Calls**

**1. Usage Charges:**

Rate Per Minute: \$0.13

**B. IntraLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

**C. InterLATA Calls**

**1. Usage Charges:**

Calls are billed in one (1) minute increments, after an initial period of one (1) minute.

Rate Per Minute: \$0.13

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.4 Ancillary Service Charges**

**4.4.1 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 per transaction

(T)

**4.4.2 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 per transaction

(T)

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

Paper Bill/Statement Fees \$2.00 per transaction

(T)

**4.4.4 Third-Party Money Transmitter**

Third-Party Money Transmitter Fee \$6.95 per transaction

(N)

**4.4.5 Single-Call Fee**

Single-Call Fee \$6.95 per transaction, plus the adopted per-minute rate

Pursuant to the Federal Communications Commission’s Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the “FCC 2021 Order”), the jurisdictional nature of an intrastate call depends exclusively on determining that the physical location of the originating and terminating endpoints of the call are in the state. To the extent that location data is not available, a call will be treated as an interstate call and subject to the rates and Ancillary Service Charges set forth in ViaPath Technologies’ interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.

(N)

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