

Public Communications Services, Inc. d/b/a ViaPath Technologies
Tariff Administrator
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Falls Church, VA 22042

California Price List
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TITLE PAGE

Price List Applicable to Services within the State of California

Provided by

Public Communications Services, Inc. d/b/a ViaPath Technologies
U-6075-C

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PRELIMINARY STATEMENT

This Price List contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Public Communications Services, Inc. d/b/a ViaPath Technologies (the “Company”) between locations within the State of California. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the California Public Utilities Commission. This Price List shall be maintained in its current form and made available for inspection at the Company’s business office at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

CALIFORNIA PUBLIC UTILITIES COMMISSION CONTACT INFORMATION

Consumers can file complaints by phone or in writing with the Commission’s Consumer Affairs Branch (CAB). To file a complaint via phone with the Commission’s Consumer Affairs Branch, consumers must call 1-800-649-7570 from Monday – Friday, 8:30 a.m. - 4:30 p.m.

Representatives are available to assist in the language of the consumer’s choice. Representatives can answer questions and, depending on the issue, consumers can contact their utility provider directly to facilitate problem resolution.

To file a complaint in writing there are three options:

1. Online at: <https://appsssl.cpuc.ca.gov/cpucapplication/>
2. By fax: 415-703-1158
3. Mail to:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102-3298

Written complaints are evaluated and, if applicable, submitted to the utility as an Informal Complaint. For more information, please visit the CAB website at <https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/consumer-affairs-branch>.

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TECHNICAL TERMS AND ABBREVIATIONS

Ancillary Service Charge – Any charge Customers may be assessed for the use of Inmate calling services that are not included in the per-minute charges assessed for individual calls.

Collect - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance. 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 California Public Utilities Commission

Company - Used throughout this Price List refer to Public Communications Services, Inc. d/b/a ViaPath Technologies, the issuer of this Price List, unless otherwise clearly indicated by the context.

Correctional Institutions - Used throughout this Price List to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their Inmate population.

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 Price List. In the case of Collect calling services provided to Inmates of Correctional Institutions, the called party is the Customer and is responsible for payment of charges.

Inmates - The jailed population of Correctional Institutions who are authorized by the Institution to use the Company's service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (*i.e.*, billed to a third party) or pre-payment by the Inmate.

Institution - Used throughout this Price List to refer to Correctional Institutions.

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

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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SECTION 1 - DESCRIPTION OF SERVICES AND RATES

1.1 General

Service is offered to Inmates of Correctional Institutions for outward-only calling. Calls may be billed to residential or business lines. Billing information will be validated.

1.2 Timing of Calls

Usage charges are based on the actual usage of the Company'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. Chargeable time for a call ends upon disconnection by either party. The minimum call duration and initial period for billing purposes is one (1) minute. Unless otherwise specified in this Price List, for billing purposes usage is measured and rounded to the next higher full minute. No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company 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.

1.3 Institutional Operator Assisted Calling

The Company's Institutional operator assisted service allows Inmates to place 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 assisted services provided by the Company. These capabilities allow Correctional Institutions to control incarcerated individuals' access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Correctional Institution.

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SECTION 1 - DESCRIPTION OF SERVICES AND RATES (CONT'D.)

1.4 Special Conditions

For services provided to incarcerated individuals, the following special conditions apply:

1. Calls to "900," "976" or other pay-per-call and call-forwarding services are blocked or may be blocked by the Company.
2. At the request of the Institution, the Company 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).
3. At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
6. At the request of the Institution, no notices or signage concerning the Company's services may be posted with its instruments. Information concerning the Company'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.
7. At the request of the Institution, the Company may impose time limits on calls placed using its services.
8. At the request of the Institution, equipment may be provided which permits monitoring of Inmate calls by legally authorized government officials.

1.5 Institutional Collect Service

The Company provides Institutional Collect to Inmates of Correctional Institutions. Service may be limited by the administrators of the Institutions as to availability, call duration or calling scope. Calls are billed to the called party. The called party must actively accept charges for the call. Use of Collect calling service is subject to the rules and regulations of the Commission and the Correctional Institution's administrative restrictions.

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SECTION 1 - DESCRIPTION OF SERVICES AND RATES (CONT'D.)

1.6 AdvancePay® Accounts

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up an AdvancePay® Account for friends and family who are called parties (Customer) for the payment of Collect calls made to the Customer placed from Institutions served by the Company. Funds in the Customer's account may be used for payment of Collect calls placed by Inmates to only those telephone numbers specified by the Customer. Establishment and maintenance of an account are required to complete Collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

Upon request, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the Inmate may call.

Additional deposits will be accepted with a \$50.00 deposit maximum unless a Correctional Institution requires a different practice. Initial and additional deposits into the account may be made by cash, check, credit card, or Western Union. Transaction fees will apply for credit card and check by phone transactions. All deposits will be subject to applicable taxes and fees.

When an Inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also review their account online or contact the Company's toll-free customer service number for account balance information at any time. If the account balance is insufficient, calls placed to the numbers specified by the Customer will not be completed until the account is replenished.

Account holders may seek a refund of unused balances by contacting customer service. Unless applicable law or a Correctional Institution requires a different practice, accounts will become inactive after 180 consecutive days of inactivity or non-use. Account holders will have 180 days from the date of the last call charged to the account to request a refund of any unused account balance. If an account is used at any point during the inactivity period, the 180-day inactivity period will restart. If the account holder provides sufficient contact information to the Company and affirmatively agrees to receive notifications by text message and/or email from the Company, the Company will provide text message and/or email notice to the account holder 30 days prior to the scheduled expiration of the account. Upon receipt of a verified refund request during the 180-day period, any remaining balance in an account will be refunded to the Customer after deducting any call charges, applicable taxes, and transaction fees incurred during the current billing cycle.

All security measures and Inmate calling restrictions as set forth elsewhere in this Price List are also applicable for any calls made using an AdvancePay® Account.

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SECTION 1 - DESCRIPTION OF SERVICES AND RATES (CONT'D.)

1.7 Prepaid Debit Accounts

A Prepaid Debit Account allows each Inmate the option to transfer funds from his/her personal account to his/her telephone account or to purchase a voucher to add funds the Prepaid Debit Account. The transfer of funds is managed by Correctional Institution personnel or through a direct interface between the commissary system and/or booking account and the Inmate phone system.

The Prepaid Debit Account is associated with the Inmate's Personal Identification Number (PIN.) When the Inmate places a call, he/she has the option of making a Collect call or using funds from the Prepaid Debit Account. Once the Prepaid Debit Account is selected, the Inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the entity managing the account, *e.g.*, jail management system, Institution, commissary, etc. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the Inmate.

The Company's system automatically informs the Inmate of the available usage balance remaining in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number. Usage is deducted from the available balance in the account on a real-time basis as the call progresses.

Unless state law or a Correctional Institution requires a different practice, any unused funds in a Prepaid Debit Account are refunded to the Inmate upon release of the Inmate from the Correctional Institution. Refunds are issued by the entity managing the account, which depending on the specific arrangements, is either the Company, the commissary, the Correctional Institution itself or its agent, unless otherwise directed by state law.

All security measures and Inmate calling restrictions as set forth elsewhere in this Price List are also applicable for any calls made using a Prepaid Debit Account.

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SECTION 1 - DESCRIPTION OF SERVICES AND RATES (CONT'D.)

1.8 Rates

Calls made using the services set forth in Section 1.5, Section 1.6, or Section 1.7 above that originate from Correctional Institutions other than (1) state prisons or youth residential placement or detention centers operated by the California Department of Corrections and Rehabilitation or (2) county or city youth residential placement or detention centers shall be charged at \$0.07 per minute or less per the request of the Correctional Institution.

1.9 Ancillary Service Charges

The Company may impose a fee for use of a third-party money transmitter (*e.g.*, MoneyGram, Western Union, transfers from third-party commissary accounts, etc.). The exact fee from the third-party money transmitter will be passed through with no markup, and may be up to \$3.00 per transaction when paid using an automated payment system or \$5.95 per transaction when paid using a live agent/operator.

Once an AdvancePay Account is opened, the account can be used to receive calls from any Correctional Institution in the United States served by the Company. When opening a new AdvancePay Account, Ancillary Service Charges are determined based on the location of the Correctional Institution from which the first call is received by the Customer that opened the account.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to Correctional Institutions in California for communications originated by Inmates of the Institutions. The Company, through its call processing equipment, only provides automated Collect, prepaid and debit Inmate calling services. This Price List encompasses only those services provided between locations within the State of California. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the Correctional Institution.

The Company installs, operates, and maintains the communications services provided herein for Inmates in accordance with the terms and conditions set forth under this Price List and through contract with the Institution. The Company may act as the Correctional Institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Institution, to allow connection of an Institution's location to the Company's network. The Institution shall be responsible for all charges due for such service arrangement.

2.2 Use of Service

Services are provided under this Price List to Correctional Institutions and may be used by authorized Inmates of Institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Service

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this Price List.
- 2.3.2** Service is provided only to Correctional Institutions for use by authorized Inmates of the Institutions and is subject to any restrictions or limitations imposed by the Correctional Institution.
- 2.3.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Inmate is using service in violation of provisions of this Price List or the law.
- 2.3.4** 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.
- 2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- 2.3.6** The Company reserves the right to discontinue service when any governmental or regulatory condition imposed upon the Company materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Liability of the Company

- 2.4.1** The Company'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 or Inmate 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 Price List, 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 and Inmate 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 Price List; or for any act or omission of the Customer or Inmate; 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 an Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.4.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Assignment or Transfer

All facilities or services provided under this Price List are directly or indirectly controlled by the Company and neither the Institution nor Inmate may 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.

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

2.6 Interconnection with Institution

The Company's facilities and service is used in conjunction with Company-provided telephone sets. The Institution is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Terminal Equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Institution and the Company.

2.8 Interconnection with Other Carriers

Service furnished by the Company 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Deposits and Advance Payments

2.9.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from Inmates, pursuant to standards established by rules set forth and maintained in accordance with Commission rules.

2.9.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company 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.

2.10 Payment for Service

2.10.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. 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). A balance is considered past due if unpaid twenty (20) days following the post mark date of the bill listing amounts owed by the Customer. The Company provides a variety of means for a Customer to make payments, including via website, mobile applications, live operator, and check or money order.

2.10.2 Late Payment Fee

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 California law. One (1) late payment fee per calendar year will be forgiven.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Payment for Service (Cont'd)

2.10.3 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 20 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If dissatisfied with the Company's resolution of a complaint, individuals may contact the California Public Utilities Commission for final resolution as set forth above.

2.10.4 Validation of Credit

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

Services provided by the Company are available to Inmates of Correctional Institutions in accordance with Institution-authorized programs. The Company may request that the Correctional Institution 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.

2.10.5 Return Check Charge

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, State Universal Service Fund Surcharge, and Gross Receipts Tax. All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this Price List.

2.12 Refusal or Discontinuance by Company

2.12.1 The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this Price List or provision of law.

2.12.2 The Company may refuse or discontinue service under the following conditions:

- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- D.** For noncompliance with or violation of Commission or the Company's rules and regulations on file with the Commission.
- E.** In the event of Customer, Institution or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- F.** In the event of tampering with the equipment or services owned by the Company or its agents.
- G.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Institution to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- H.** By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 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 when the interruption is less than twenty-four consecutive hours.

2.14 Contracts

Service is offered on a contractual basis to meet specialized requirements of Correctional Institutions. The terms of each contract shall be mutually agreed upon between the Correctional Institution and the Company and may include rates not contained in this Price List, charges for specially designed non-telecommunications constructed services, or other customized features.

2.15 Special Pricing Arrangements/Individual Case Bases (ICB) Arrangements

Service may be offered on a contractual basis to meet the specialized requirements of Correctional Institutions. Customized service packages at negotiated rates may be furnished in response to requests by Customers for proposals or for competitive bids. Negotiated rates, terms and conditions will be set forth in individual Customer contracts and this Price List. The terms, conditions, obligations and regulation set forth in this Price List shall be incorporated into, and be part of, said contract, and shall be binding on Company and Customer.