

ILLINOIS
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF

PUBLIC COMMUNICATIONS SERVICES, INC. D/B/A VIA PATH

(T)

This tariff is filed in accordance with the Illinois Public Utilities Act of 1985 Illinois Rev. Stat. Chapter 111 2/3 paragraph 13-502(b). All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Public Communications Services, Inc. d/b/a Via Path within the state of Illinois. This tariff is on file with the Illinois Commerce Commission. Copies may be inspected during normal business hours at the main office of Public Communications Services, Inc. d/b/a Via Path at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

(T)
(T)
(T)
(T)

This tariff is governed and interpreted according to the Laws of the State of Illinois.

CHECK SHEET

Pages listed below, inclusive of 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	1st Revised	*	24	6th Revised	*
2	8th Revised	*	24.1	1st Revised	*
3	2nd Revised	*	25	3rd Revised	*
4	1st Revised	*			
5	1st Revised	*			
6	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	1st Revised	*			
22	2nd Revised	*			
22.1	1st Revised	*			
22.2	1st Revised	*			
23	1st Revised	*			

*- indicates Pages included in this filing.

Issued: July 12, 2023

Effective: July 17, 2023

Issued By: Tariff Administrator
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

TABLE OF CONTENTS

Title Page 1

Check Page..... 2

Table of Contents 3

Tariff Format and Symbols 4

Application of Tariff 5

SECTION 1 - Technical Terms and Abbreviations 6

SECTION 2 - Rules and Regulations 9

SECTION 3 - Rates and Services 20

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the Page. Pages are numbered sequentially. From time to time new Pages may be added to the tariff. When a new Page is added between existing Pages a decimal is added to the preceding Page number. For example, a new Page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff Page, a revised Page will be issued canceling the tariff Page affected. Changes will be identified on the revised Page(s) through the use of the following symbols:

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.

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Public Communications Services, Inc. d/b/a Via Path, within the State of Illinois.

(T)

Issued: July 12, 2023

Effective: July 17, 2023

Issued By: Tariff Administrator
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

SECTION 1 - TECHNICAL 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 Via Path, 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 Illinois Commerce Commission.

SECTION 1 - TECHNICAL 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 the Company for the provision of service for use by their Inmate population. (T)

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 confined population of 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, operated directly by the Federal Bureau of Prisons or U.S. Immigration and Customs Enforcement, or pursuant to a contract with those agencies; juvenile detention centers; and secure mental health facilities. (T)
(T)
(T)

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

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

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

(D)

Personal Identification Number (PIN) - See Authorization Code.

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.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

(T)

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

(T)

The Company installs, operates, and maintains the communications services provided hereinunder 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 network. The Customer shall be responsible for all charges due for such service arrangement.

(T)

(T)

(T)

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

2.2 Limitations

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

2.2.2 The Company 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.

(T)

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.2 Limitations, Cont'd.

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

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

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

2.3 Use

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liabilities of the Company

- 2.4.1** 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 for the period during which the faults in transmission occur. (T)
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liabilities of Company, Cont'd.

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

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

The Company does not collect advance payments from Customers.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.7 Taxes and Fees

- 2.7.1** The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- 2.7.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.8 Terminal Equipment

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

2.9 Installation and Termination

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s). The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 Late Payment Charge

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

2.10.2 Return Check Charge

A return check charge of \$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 (i.e. local exchange company and/or commercial credit card company) and pursuant to Illinois law and ICC regulations.

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.

2.12 Interconnection

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. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

(T)

(T)

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.13 Refusal or Discontinuance by Company

2.13.1 The Company may refuse or discontinue service with proper notice to the Customer for any of the following reasons: (T)

- (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.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.17 Cost of Collection and Repair

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

2.18 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.

2.14 Contracts

Service is offered on a contractual basis to meet specialized requirements of Correctional Institutions. All services with Institutions are provided under contract. Each contract includes a unique mix of services, equipment, and software for blocking, screening, and monitoring calls, and performs other specialized functions as required by the Institution. All similarly situated Institutions are treated on a non-discriminatory basis. 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 tariff charges for specially designed or constructed services, or other customized features.

(N)

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. The terms, conditions, obligations and regulation set forth in this tariff will be incorporated into, and be part of, said contract, and shall be binding on Company and Customer.

(N)

SECTION 3 - RATES AND SERVICES

3.1 General

The Company 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. (T)

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 Illinois under terms of this tariff.

SECTION 3 - RATES AND SERVICES, CONT'D.

3.2 Calculation of Distance

The Company does not rate calls by distance.

3.3 Rate Periods

The Company does not rate calls by time of day.

3.4 Timing of Calls

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

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

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

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

3.4.4 There is no billing applied for incomplete calls.

SECTION 3 - RATES AND SERVICES, CONT'D.

3.5 Accounts

(T)

3.5.1 AdvancePay® Accounts

(N)

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 tariff are also applicable for any calls made using an AdvancePay® Account.

(N)

Issued: July 12, 2023

Effective: July 17, 2023

Issued By: Tariff Administrator
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

Issued: July 12, 2023

Effective: July 17, 2023

Issued By: Tariff Administrator
 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
 web.connectnetwork.com
 1-877-650-4249

SECTION 3 - RATES AND SERVICES, CONT'D.

- 3.5 Accounts, (Cont'd.)** (T)
- 3.5.1 AdvancePay® Accounts, (Cont'd.)** (N)
- 3.5.1.1 Rates and Charges**
 - A. Option 1** - Rates and charges are the same as those set forth in the Company's rate schedules set forth in Section 3.6.
 - B. Option 2** - Rates and charges are provided at a discount per request of the Correctional Institution. (N)

SECTION 3 - RATES AND SERVICES, CONT'D.

3.5 Accounts, (Cont'd.)

(T)

3.5.2 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 to 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.

(N)

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 tariff are also applicable for any calls made using a Prepaid Debit Account.

3.5.2.1 Rates and Charges

- A. Option 1** - Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's rate schedules set forth in Section 3.6.
- B. Option 2** - Rates and charges for Prepaid Debit Accounts are provided at a discount per request of the Correctional Institution.

(N)

Issued: July 12, 2023

Effective: July 17, 2023

Issued By: Tariff Administrator
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

SECTION 3 - RATES AND SERVICES, CONT'D.

3.6 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 the Company. 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. (T)

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 the Company. (T)
- b. 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). (T)
- c. At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing. (T)
- d. At the request of the Institution, the Company may block Inmate access to specific telephone numbers. (T)
- e. Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week. (T)
- f. At the request of the Institution, no notices or signage concerning the Company's services will 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. (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 - RATES AND SERVICES, CONT'D.

3.6 Institutional Operator Assisted Calling, (Cont'd.)

3.6.1 Local, InterLATA and IntraLATA Calls

(T)

Calls are billed in one (1) minute increments, after an initial period of one (1) minute. The maximum call duration is fifteen minutes, unless otherwise set by the individual institution.

A. Local, IntraLATA and InterLATA

(T)

1. Rate Per Minute: \$0.35

SECTION 3 - RATES AND SERVICES, CONT'D.

3.6 Institutional Operator Assisted Calling, (Cont'd.)

3.6.1 Local, InterLATA and IntraLATA Calls (Cont'd.)

(T)

B. InterLATA

(T)

1. Rate Per Minute:

Mileage Band	
0-10	\$0.19
11-22	\$0.20
23-55	\$0.21
56-124	\$0.23
125-292	\$0.25
293 & over	\$0.26

SECTION 3 - RATES AND SERVICES, CONT'D.

3.7 Ancillary Service Charges

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

Automated payment fees \$3.00

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

Live Agent Fee \$5.95

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

Paper Bill/Statement Fees \$2.00

3.7.4 Third-Party Financial Transaction Fee

\$3.00 per transaction when paid using an automated payment system

\$5.95 per transaction when paid using a live agent

3.7.5 Single-Call Fee

\$3.00 per transaction when paid using an automated payment system, plus the adopted per-minute rate

\$5.95 per transaction when paid using a live agent, 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 Via Path’s interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.

(N)

(N)