



September 2, 2011
Via Electronic Delivery

Ms. Elizabeth McCauley, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

**RE: Public Communications Services, Inc.
Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD
Case No. 11-4936-TP-ATA**

Dear Ms. McCauley:

Enclosed for filing please find the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Public Communications Services, Inc.

The Company respectfully requests an effective date of September 5, 2011.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to Rnorton@tminc.com.

Sincerely,

Robin Norton
Consultant to Public Communications Services, Inc.

RN/lm

cc: Dorothy Cukier - Public Communications Services, Inc.
file: PCS - OH
tms: OHn1102

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name Public Communications Services, Inc.

Company Address 12021 Sunset Hills Road Suite 100, Reston VA 20190

Company Web Address www.pcstelcom.com

Regulatory Contact Person Dorothy Cukier Phone 703-955-3915 Fax 703-435-0980

Regulatory Contact Person's Email Address dorothy.cukier@gtl.net

Contact Person for Annual Report Dorothy Cukier Phone 703-955-3915 Fax 703-435-0980

Consumer Contact Information Dorothy Cukier Phone 703-955-3915 Fax 703-435-0980

TRF Docket No. 90-6345-CT-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☐ IXC ☒ Other (explain) IOS

II. Services offered (Check all applicable):

☐ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☒ Other (explain) IOS

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

☐ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☒ Inmate Operator Service

☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

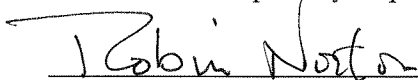
Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Robin Norton, Consultant to Public Communications Services, Inc., and am authorized to make statements on its behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.



Consultant to Public Communications Services, Inc.

September 2, 2011

(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of: _____)
_____) **TRF Docket No. 90-6345-CT-TRF**
Public Communications Services, Inc.) **Case No. 11-4936-TP-ATA**
_____) **NOTE: Unless you have reserved a Case No. leave**
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD **the "Case No." fields BLANK.**

Name of Registrant(s) Public Communications Services, Inc.
DBA(s) of Registrant(s) N/A
Address of Registrant(s) 12021 Sunset Hills Road Suite 100, Reston VA 20190
Company Web Address www.pcstelcom.com
Regulatory Contact Person(s) Dorothy Cukier Phone: 703-955-3915 Fax: 703-435-0980
Regulatory Contact Person's Email Address dorothy.cukier@gtl.net
Contact Person for Annual Report Dorothy Cukier Phone: 703-955-3915
Address (if different from above) _____
Consumer Contact Information Dorothy Cukier Phone: 703-955-3915
Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

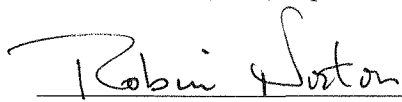
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, **Robin Norton, Consultant to Public Communications Services, Inc.**, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) September 2, 2011 at (Location) Maitland, FL 32751



Robin Norton, Consultant to Public Communications Services, Inc.

September 2, 2011

(Date)

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, **Robin Norton, Consultant to Public Communications Services, Inc.** verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



Robin Norton, Consultant to Public Communications Services, Inc.

September 2, 2011

(Date)

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

Existing Affected Tariff Pages

Regulations and Rates
of
PUBLIC COMMUNICATIONS SERVICES, INC.

RESALE TELECOMMUNICATIONS SERVICES

Competitive Telecommunications Services	Page Ref.
Institutional Operator Assisted Calling	26
Institutional Prepaid Service	28
Institutional Prepaid Collect Service	29

Case No. 06-006-TP-ACE

This tariff includes the rates, charges, terms and conditions of service for the provision of alternative operators services to End Users by Public Communications Services, Inc. ("PCS") between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of Public Communications Services, Inc., located at 11859 Wilshire Boulevard, Suite 600, Los Angeles, CA 90025

Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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	Original		26	Original	
2	2 nd Revised	*	27	Original	
3	Original		28	Original	
4	Original		29	Original	
5	Original		30	1 st Revised	*
6	Original		30.1	Original	*
7	Original		31	Original	
8	Original				
9	Original				
10	Original				
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	1 st Revised				

* - indicates those pages included with this filing.

Issued: October 5, 2009

Effective: October 5, 2009

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0902

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Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Public Communications Services, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

SERVICE AREA MAP

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

Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 sheets 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Call - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a liver operator.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

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 Public Utilities Commission of Ohio.

Company or Carrier - Public Communications Services, Inc., ("PCS") unless otherwise clearly indicated by the context.

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 - The entity that enters into a contractual arrangement with Public Communication Services, Inc., ("PCS") and is therefore referred to as the Customer throughout this document. The entity then provides service to the End User.

End User - Any person who uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment for the services utilized.

Inmates - The confined population of Confinement Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

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

PCS - Used throughout this Tariff to refer to Public Communications Services, Inc., ("PCS").

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

LEC - Local Exchange Company.

MTSS - Ohio Minimum Telephone Service Standards

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

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the End User is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Public Communications Services, Inc.

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

PCS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. PCS may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of an Customer's location to the PCS 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 End User and 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 End User and Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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 or End User 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.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by PCS and neither the End User nor Customer 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.

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 and/or End User 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.

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

2.6 Billing and Payment for Service

2.6.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the End User or Customer is responsible for any and all cost(s) incurred as the result of:

- A. Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- B. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the End User shall be charged to and payable by the End User in addition to the rates indicated in this tariff.
- C. The End User shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- D. If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.1 Responsibility for Charges, (Cont'd.)

- E.** A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer according to the MTSS prior to disconnection of service.
- F.** Failure to receive a bill will not exempt an End User or Customer from prompt payment of any sum or sums due the Company.
- G.** The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- H.** In the event the End User or Customer is overbilled, an adjustment will be made to the Customer's or End User's account and the Customer or End User will be deemed to not owe overbilled amount. If the Customer or End User is underbilled, the Customer or End User is allowed to either pay in lump sum or in installments.
- I.** Customers and End Users who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service, (Cont'd.)****2.6.2 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the End User for transmission of calls via the Company. The Customer and End User agree to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer and/or End User 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 End User did not individually authorize.

All charges due by the Customer and/or End User are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' and/or End Users' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.3 Deposits

The Company does not require Deposits.

2.6.4 Advance Payments

The Company does not require Advance Payments.

2.6.5 Late Payment Fees

A late payment charge of 1.5 percent per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the End User is in arrears. Late payment charges will be applied without discrimination.

2.6.6 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 Commission regulations.

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.7 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments to Customer's or End Users' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C. Customers or End Users may contact the Company's business office at the following toll-free number 888-288-9879, or in writing at Public Communications Services, Inc., 11859 Wilshire Boulevard, Suite 600, Los Angeles, Ca 90025.
- D. If the Customer or End User is not satisfied with the outcome of the billing dispute, the Customer or End User may contact the Commission at the following address:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43226-0573
Telephone: 614-466-7532
Toll Free: 800-686-7826

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes and Fees**

The Customer and End User is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the End User's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all End Users informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 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 2.5 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the 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.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.8.2 Inspection, Testing and Adjustment

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

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

2.9 Credit Verification

The Company will bill End Users through the local exchange carrier the End User is presubscribed to. If the End User does not have a positive credit history with the local exchange carrier the End User may establish an account directly with the Company. Such an account will require that the End User pre-pay for service on a monthly basis either via a commercially available credit card or other payment instrument. Such End Users are considered Customers of the Company.

Issued: January 4, 2006

Effective: February 4, 2006

Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Cancellation or Termination of Service by End User**

End Users may cancel service verbally or in writing at any time. The Company shall hold the End User responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions in accordance with the Minimum Telephone Service Standards as stated in O.A.C. §4901:1-5-17. Service disconnected or suspended under the following conditions will be reconnected in accordance with O.A.C. §4901:1-5-17(M).

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service in accordance with O.A.C. §4901:1-5-17(B). The payment schedule and disconnection procedures will be in accordance with O.A.C. §4901:1-5-17(K).
- B. In accordance with O.A.C. §4901:1-5-17(D) and (E), the Company may, after notification or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
 - .1 Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - .2 Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - .3 Upon refusal by the Customer to permit the Company access to its facilities;
 - .4 In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.

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

2.11 Refusal or Discontinuance by Company, (Cont'd.)

- C. In accordance with O.A.C. §4901:1-5-17(G), the Company may, without notice, disconnect service when any of the following conditions exist:
- .1 In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
 - .2 In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
 - .3 In the event of Customer tampering with equipment owned by or services provided by the Company.

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

2.12 Cost of Collection and Repair

The Customer is 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's 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's 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 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on End Users or Customers in compliance with the MTSS rules and Rules governing Alternative Operator Services (AOS), as well as, standards of the Commission.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

PCS provides operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers and/or End Users are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers and/or End Users are billed based on their use of PCS's services and network.

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Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

Case No.:

OHn0501

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (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 an End User or Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Miscellaneous Rates and Charges****3.6.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge may be applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the End User pays for service by inserting coins during the progress of the call.

This charge will only apply to third-party owned pay telephones in Confinement Institutions.

Rate per Call

\$0.50 (R)

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11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 Institutional Operator Assisted Calling**

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by PCS. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

3.7.1 For services provided to Inmates of Institutions, the following special conditions apply:

- a.** Calls to "900", "976" or other pay-per-call services are blocked by PCS.
- b.** At the request of the Institution, PCS may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c.** At the request of the Institution, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d.** At the request of the Institution, PCS may block Inmate access to specific telephone numbers.
- e.** Availability of PCS's services may be restricted by the Institution to certain hours and/or days of the week.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

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

3.7.1 (Cont'd.)

- f.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning PCS's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g.** At the request of the Institution, PCS may impose time limits on local and long distance calls placed using its services.
- h.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Institutional Prepaid Collect Service

Institutional 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.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmates=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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Joe Pekarovic
11859 Wilshire Boulevard, Suite 600
Los Angeles, Ca 90025

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Institutional Prepaid Service

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the institution, the company will set up a Prepaid Account for calls placed from the institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and 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.

While a call is in progress and the Available Usage Balance reaches one minute, a voice prompt will announce to the inmate that one minute of time remains on their Prepaid Account and that the call will be cut off after that time.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Rates

Service is billed in one (1) minute increments following and initial one (1) minute billing period. (T)

3.9.1 Rate Plan 1

The following rates and charges apply to non local calls placed by inmates of confinement institutions.

The Rate Plan below is applicable to the following Company services: (T)

- Institutional Operator Assisted Calling
- Institutional Prepaid Collect Service
- Institutional Prepaid Service

Rate per minute: \$0.36

Operator Station Collect: \$2.75

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.9 Rates, (Cont'd.)****3.9.2 Rate Plan 2**

(N)

A. Institutional Operator Assisted Calling

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.60
IntraLATA	\$0.05	\$2.00
InterLATA	\$0.05	\$2.00

B. Institutional Prepaid Collect Service

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.10
IntraLATA	\$0.05	\$1.50
InterLATA	\$0.05	\$1.50

C. Institutional Prepaid Service

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.10
IntraLATA	\$0.05	\$1.50
InterLATA	\$0.05	\$1.50

(N)

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers or End Users by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Customer or End User to a service not being used by the Customer or End User. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

EXHIBIT B

Proposed Revised Tariff Pages

This tariff, Ohio Tariff No. 2 filed by Public Communications Services, Inc. cancels and replaces, in its entirety, the current tariff on file with the Commission Ohio Tariff No. 1 filed by Public Communications Services, Inc.

This tariff is in compliance with Rule 4901:1-6, OAC

INSTITUTIONAL TELECOMMUNICATIONS SERVICES

Regulations and Rates
of

PUBLIC COMMUNICATIONS SERVICES, INC.
90-6345-CT-TRF

This tariff includes the rates, charges, terms and conditions of service for the provision of institutional operator services to End Users by Public Communications Services, Inc. ("PCS") between locations within the State of Ohio.

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Tariff Administrator
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

OHn1102

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*

* - indicates those pages included with this filing.

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of automated operated assisted telecommunications services furnished within the State of Ohio by Public Communications Services, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 sheets 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Call - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a liver operator.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

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 Public Utilities Commission of Ohio.

Company or Carrier - Public Communications Services, Inc., ("PCS") unless otherwise clearly indicated by the context.

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

Customer or End User - Any person who uses the services of the Company under the provisions and regulations of this tariff and is responsible for payment for the services utilized.

Inmates - The confined population of Confinement Institutions who are the users of the Company's services.

PCS - Used throughout this Tariff to refer to Public Communications Services, Inc., ("PCS").

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Public Communications Services, Inc.

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

PCS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff.

The Company's services 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 for any lawful telecommunications purpose for which the service is technically suited.

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, when necessitated by conditions beyond its control, or when service is used 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company**

- 2.4.1** 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 and/or End User for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.4.2** 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.
- 2.4.3** 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.
- 2.4.4** 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.

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

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the End User or Customer is responsible for any and all cost(s) incurred as the result of:

- A. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service.
- B. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- C. A delinquent account may subject the Customer's service to temporary suspension.
- D. The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- E. In the event the End User or Customer is overbilled, an adjustment will be made to the Customer's or End User's account and the Customer or End User will be deemed to not owe overbilled amount. If the Customer or End User is under billed, the Customer or End User is allowed to either pay in lump sum or in installments.
- F. Customers and End Users who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Billing and Payment for Service, (Cont'd.)****2.5.2 Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished to the End User for transmission of calls via the Company.. The Customer and/or End User 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 and/or End User are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' and/or End Users' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.5.3 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments to Customer's or End Users' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Customers or End Users may contact the Company's business office at the following toll-free number 888-288-9879, or in writing at Public Communications Services, Inc., 11859 Wilshire Boulevard, Suite 600, Los Angeles, Ca 90025.
- C. If the Customer or End User is not satisfied with the outcome of the billing dispute, the Customer or End User may contact the Commission at the following address:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43226-0573
Telephone: 614-466-3292
Toll Free: 800-686-7826

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

2.6 Inspection, Testing and Adjustment

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

2.7 Credit Verification

The Company will bill End Users through the local exchange carrier the End User is presubscribed to. If the End User does not have a positive credit history with the local exchange carrier the End User may establish an account directly with the Company. Such an account will require that the End User pre-pay for service on a monthly basis either via a commercially available credit card or other payment instrument. Such End Users are considered Customers of the Company.

2.8 Cancellation or Termination of Service by End User

End Users may cancel service verbally or in writing at any time. The Company shall hold the End User responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Refusal or Suspension by Company**

The Company may refuse or suspend service for the following reasons which include, but are not limited to:

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service.
- B. The Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
 - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Upon refusal by the Customer to permit the Company access to its facilities;
 - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.
- C. The Company may, without notice, suspend service when any of the following conditions exist:
 - 1. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
 - 2. In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
 - 3. In the event of Customer tampering with equipment owned by or services provided by the Company.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

PCS provides operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers and/or End Users are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers and/or End Users are billed based on their use of PCS's services and network.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (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 an End User or Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.5 Institutional Operator Assisted Calling**

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.

For services provided to inmates of institutions, 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 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.
7. At the request of the institution, the Company may impose time limits on local and long distance 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.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Institutional Collect Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Institutional Prepaid Collect Service

Institutional 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 account holder 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 account holders 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.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmates'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.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.8 Institutional Prepaid Service**

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The Institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the Institution, the company will set up a Prepaid Account for calls placed from the Institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and 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.

While a call is in progress and the Available Usage Balance reaches one minute, a voice prompt will announce to the inmate that one minute of time remains on their Prepaid Account and that the call will be cut off after that time.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Rates

Service is billed in one (1) minute increments following and initial one (1) minute billing period.

3.9.1 Rate Plan 1

The following rates and charges apply to non local calls placed by inmates of confinement institutions.

The Rate Plan below is applicable to the following Company services:

- Institutional Collect Operator Assisted Calling
- Institutional Prepaid Collect Service
- Institutional Prepaid Service

Rate per minute:	\$0.36
Operator Station Collect:	\$2.75

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.9 Rates, (Cont'd.)****3.9.2 Rate Plan 2****A. Institutional Collect Operator Assisted Calling**

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.60
IntraLATA	\$0.05	\$2.00
InterLATA	\$0.05	\$2.00

B. Institutional Prepaid Collect Service

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.10
IntraLATA	\$0.05	\$1.50
InterLATA	\$0.05	\$1.50

C. Institutional Prepaid Service

	<u>Rate Per Minute</u>	<u>Operator Station Collect, per call</u>
Local	\$0.00	\$1.10
IntraLATA	\$0.05	\$1.50
InterLATA	\$0.05	\$1.50

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EXHIBIT C

Summary of Changes

Public Communications Services, Inc. is an IOS provider. All references to services other than those of IOS have been deleted and text changes have been made to the remaining IOS.

IOS rates terms and conditions remain tariffed.

EXHIBIT D

Customer Notice of Detariffing

Not applicable.

As an IOS provider, Public Communications Services, Inc. does not have presubscribed customers.

EXHIBIT E

Affidavit

Not Applicable
Please see Exhibit D.

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 11-4936-TP-ATA

Summary: Application to detariff. electronically filed by Laura McGrath on behalf of Public Communications Services, Inc.