

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Revised 03-07-2023)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in anyway.

In the Matter of the Application of <u>Public Communications</u>)	TRF Docket No. 90-6345-TP-TRF
<u>Services, Inc. d/b/a ViaPath Technologies to Update Tariff</u>)	Case No. 23-0614-TP-ATA
)	NOTE: Unless you have reserved a Case #, leave
)	the "Case No." field BLANK.

Name of Registrant(s) Public Communications Services, Inc. d/b/a ViaPath Technologies
DBA(s) of Registrant(s) ViaPath Technologies
Address of Registrant(s) 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
Company Web Address www.viopath.com
Regulatory Contact Person(s) Pelicia E. Hall Phone (703)955-3910 Fax () -
Regulatory Person's Email Address Pelicia.Hall@viopath.com
Contact Person for Annual Report Susan Cockerham Phone (678)672-2837
Consumer Contact Information Jamila Williams Phone (251)338-8876
Address (if different from above) Same

Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).
Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)
Section III – Part II - Wireless is pursuant to OAC [4901:1-6-24](#).
Section IV – Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings:

Carrier Type: <input type="checkbox"/> Other (Explain below)	For Profit ILEC	Not for Profit ILEC	CLEC
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA 1-6-14(I)(2) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)		<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap*	<input type="checkbox"/> ZTA 1-6-14(E) (0-day notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(I) (0-day notice)	<input type="checkbox"/> ZTA 1-6-14(I) (0-day notice)	<input type="checkbox"/> ZTA 1-6-14(I) (0-day notice)
Change BLES Rates*	<input type="checkbox"/> TRF 1-6-14(E) & (G) (0-day notice)	<input type="checkbox"/> TRF 1-6-14(E) (0-day notice)	<input type="checkbox"/> TRF 1-6-14(H) (0-day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
BLES pricing flexibility exemption	<input type="checkbox"/> BEX 1-6-14(F) (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0-day notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0-day notice)	
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0-day notice)
BLES withdrawal	<input type="checkbox"/> WBL 1-6-21(B) (120-day notice)		<input type="checkbox"/> ZTA 1-6-25(B) (0-day notice)
Other (explain):			

*Other exhibits may be required under the applicable rule, see the [4901:1-6-14\(E\) Filing Requirements](#) on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: Not applicable – see Exhibit D				

Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0-day notice)	<input checked="" type="checkbox"/> ATA (Auto 30-days)	<input checked="" type="checkbox"/> TRF (0-day notice)	<input type="checkbox"/> UNC (Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<input type="checkbox"/> ACE 1-6-08 (Auto 30-day) *	<input type="checkbox"/> ACE 1-6-08 (Auto 30-day) *	<input type="checkbox"/> ACE 1-6-08 (Auto 30-day) *	<input type="checkbox"/> ACE 1-6-10 (Auto 30-day)	<input type="checkbox"/> UNC 1-6-09 (Non-Auto) *

*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

Section II – Part II – Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)

*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR, and CIO applications see the [4901:1-6-29 Filing Requirements](#) on the PUCO webpage for a complete list of exhibits.

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA 1-3-04 (Auto 60 days)	

Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC 1-6-24(B) (0-day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG 1-7-07 (0-day notice)

*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an agent of the applicant corporation, Global Tel*Link Corporation d/b/a ViaPath Technologies, and am authorized to make this statement on its behalf.

Angela F. Collins
(Name)

Please check All that apply:

☒ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm. Code 4901:1-6-7.

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

Executed on June 1, 2023 at Washington, D.C.

/s/ Angela F. Collins

Outside Counsel

6-1-2023

*Signature and Title

Date

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

VERIFICATION

I, Angela F. Collins, verify I have utilized the Telecommunications Filing Form for the most proceedings provided by the Commission and that all of the information submitted here and all additional information in connection with this case, is true and correct to the best of my knowledge.

/s/ Angela F. Collins

Outside Counsel

6-1-2023

*Signature and Title

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.*

File document electronically as directed in the [Ohio Administrative Code](#)
or

Send your completed Filing 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**

EXHIBITS

Exhibit A	Existing Tariff
Exhibit B	Proposed Tariff
Exhibit C	Description of Change
Exhibit D	Customer Notice

Exhibit A – Existing Tariff

*This tariff, Ohio Tariff No. 3 filed by Public Communications Services, Inc. d/b/a ViaPath Technologies
cancels and replaces, in its entirety, the current tariff on file with the Commission Ohio Tariff No. 2 filed
by Public Communications Services, Inc. d/b/a ViaPath Technologies*

(T)

(T)

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

INSTITUTIONAL TELECOMMUNICATIONS SERVICES

**Regulations and Rates
of**

**PUBLIC COMMUNICATIONS SERVICES, INC. d/b/a VIAPATH TECHNOLOGIES
90-6345-CT-TRF**

(T)

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. d/b/a ViaPath Technologies (“Company”) 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. d/b/a ViaPath Technologies located at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

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Issued: July 14, 2022

Effective: July 17, 2022

Tariff Administrator
Public Communications Services, Inc. d/b/a ViaPath Technologies
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

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
Title	1st Revised	*	16	Original
1	3rd Revised	*	17	1 st Rev.
2	Original		18	1 st Rev.
3	Original		19	2 nd Rev.
4	Original		20	1 st Rev.
5	Original		21	1 st Rev.
6	1 st Rev.		22	Original
6.1	Original			
7	Original			
8	Original			
9	Original			
10	Original			
11	Original			
12	Original			
13	Original			
14	Original			
15	Original			

* - indicates those pages which are included with this filing.

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Issued: January 5, 2015

Effective: January 5, 2015

Issued By:

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

OHn1501

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. d/b/a GTL subject to the jurisdiction of the Ohio Public Utilities Commission.

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Effective: January 5, 2015

Issued By:

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

OHn1501

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

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

(N)
(N)

Automated Collect Call - 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. d/b/a GTL, ("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.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

(N)
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(N)

(M)

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.

(M) - Material now appears on Page 6.1.

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Tariff Administrator
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Reston, VA 20190

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

PCS - Used throughout this Tariff to refer to Public Communications Services, Inc. d/b/a GTL, ("PCS"). (M)

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year. (N)
|
|
|
(N)

(M) - Material formerly appeared on Page 6.

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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.

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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.

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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

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Reston, VA 20190

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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.

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Effective: January 5, 2015

Issued By:

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

OHn1501

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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12021 Sunset Hills Road, Suite 100
Reston, VA 20190

OHn1501

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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OHn1501

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.

Usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account. Customers may obtain the current Available Usage Balance, last payment made and last payment date by calling the Company's Customer Service toll free number twenty-four (24) hours a day, seven (7) days a week.

(C)

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.

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. (C)

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 apply to all calls placed by inmates of confinement institutions.

(T)

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

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

Rate per minute: \$0.04

3.9.2 Rate Plan 2

(N)

The following rates apply to all calls place by inmates of confinement institutions.

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

- Institutional Collect Operator Assisted Calling

Rate per minute: \$0.23

- Institutional Collect Prepaid Service and Institutional Prepaid Service

Rate per minute: \$0.21

3.9.3 Rate Plan 3

- Institutional Collect Operator Assisted Calling

Rate per minute: \$0.25

- Institutional Collect Prepaid Service and Institutional Prepaid Service

Rate per minute: \$0.21

(N)
(T)

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12021 Sunset Hills Road, Suite 100
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Rates, (Cont'd.)

[This Page Reserved for Future Use]

(D)

(D)

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12021 Sunset Hills Road, Suite 100
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Rates, (Cont'd.)

[This Page Reserved for Future Use]

(D)

(D)

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12021 Sunset Hills Road, Suite 100
Reston, VA 20190

3.10 Ancillary Service Charges*

Automated payment fees	\$3.00
------------------------	--------

Live Agent Fee	\$5.95
----------------	--------

Paper Bill/Statement Fees	\$2.00
---------------------------	--------

$$\begin{array}{c} \textbf{(N)} \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ \textbf{(N)} \end{array}$$

Exhibit B – Proposed Tariff

This tariff, Ohio Tariff No. 3 filed by Public Communications Services, Inc. d/b/a ViaPath Technologies cancels and replaces, in its entirety, the current tariff on file with the Commission Ohio Tariff No. 2 filed by Public Communications Services, Inc. d/b/a ViaPath Technologies

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

INSTITUTIONAL TELECOMMUNICATIONS SERVICES

Regulations and Rates
of

PUBLIC COMMUNICATIONS SERVICES, INC. d/b/a VIAPATH TECHNOLOGIES
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. d/b/a ViaPath Technologies ("Company") 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. d/b/a ViaPath Technologies located at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

Issued: June 2, 2023

Effective: July 2, 2023

Tariff Administrator
Public Communications Services, Inc. d/b/a ViaPath Technologies
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
web.connectnetwork.com
1-877-650-4249

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	
Title	2nd Revised	*	16	1st Revised	*
1	4th Revised	*	17	2nd Revised	*
2	1st Revised	*	18	2nd Revised	*
3	1st Revised	*	19	3rd Revised	*
4	1st Revised	*	20	2nd Revised	*
5	1st Revised	*	21	2nd Revised	*
6	2nd Revised	*	22	1st Revised	*
6.1	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	*			

* - indicates those pages which are 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. d/b/a ViaPath Technologies subject to the jurisdiction of the Ohio Public Utilities Commission.

(T)

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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.

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

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.

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. d/b/a ViaPath Technologies unless otherwise clearly indicated by the context. (T)

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

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.

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. 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.

(M) - Material now appears on Page 6.1.

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

(D)

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.

(M) - Material formerly appeared on Page 6.

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1-877-650-4249

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 Ohio under terms of this Tariff. (T)

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

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.

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 1-877-650-4249, or in writing at Public Communications Services, Inc. d/b/a ViaPath Technologies, 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.
- 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:

(T)
(T)
(T)

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

The Company 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.

(T)

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 the Company's services and network.

(T)

3.1.1 Contracts and Special Pricing Arrangements/Individual Case Bases (ICB) Arrangements

(N)

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications constructed services, or other customized features.

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

3.2 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call as follows, unless otherwise specified in this tariff: (T)

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.

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 AdvancePay® Accounts

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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.

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

3.8 Prepaid Debit Accounts

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

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

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

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

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

3.9 Rates (T)

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 apply to all calls placed by inmates of confinement institutions.

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

- Institutional Collect Operator Assisted Calling
- AdvancePay® Accounts (T)
- Prepaid Debit Accounts (T)

Rate per minute: \$0.04

3.9.2 Rate Plan 2

The following rates apply to all calls place by inmates of confinement institutions.

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

- Institutional Collect Operator Assisted Calling
- AdvancePay® Accounts and Prepaid Debit Accounts (T)

Rate per minute: \$0.23

Rate per minute: \$0.21

3.9.3 Rate Plan 3

- Institutional Collect Operator Assisted Calling
- AdvancePay® Accounts and Prepaid Debit Accounts (T)

Rate per minute: \$0.25

Rate per minute: \$0.21

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

3.9 Rates, (Cont'd.)

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

3.9 Rates, (Cont'd.)

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

3.10 Ancillary Service Charges

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3.10.1 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

3.10.2 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

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

Paper Bill/Statement Fees \$2.00

3.10.4 Third-Party Money Transmitter Fee

(N)

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

\$5.95 per transaction when paid using a live agent

3.10.5 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 ViaPath Technologies’ interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.

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Exhibit C – Description of Change

Each page of the tariff is included in this filing to reflect the addition of the Company's previously-approved DBA name in the header and in the text as marked, and the Company's updated address in the footer. The addition of the Company's DBA name was approved in Case No. 22-0655-TP-CIO.

Additional substantive edits have been made on the tariff pages listed below. The purpose of these changes is to update definitions, update certain terms and conditions, remove outdated provisions, and update certain rates:

- 4th Revised Page 1 – Updates Check Sheet
- 2nd Revised Page 6 – Updates definitions
- 1st Revised Page 6.1 – Updates definitions
- 1st Revised Page 13 – Updates terms and conditions
- 2nd Revised Page 17 – Updates terms and conditions
- 2nd Revised Page 18 – Updates terms and conditions
- 2nd Revised Page 19 – Updates terms and conditions
- 1st Revised Page 22 – Updates ancillary service charges to reflect FCC rules

The Company respectfully requests an effective date of July 2, 2023 for the revised tariff pages.

Exhibit D – Customer Notice

The Company offers inmate calling services (“ICS”) to correctional facilities in Ohio, which allow incarcerated individuals to initiate telephone calls to their friends and family outside of the correctional facility. Disclosures regarding rates, terms, and conditions are available on the various websites used by the Company, which consumers use to access their account, obtain calling information, etc. Customers also are notified of rates prior to accepting or making any inmate operator service call.

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Summary: Tariff Tariff Revisions electronically filed by Angela F Collins on behalf of
Public Communications Services, Inc..