This tariff, M.D.T.E. Tariff No. 2 filed by Global Tel\*Link Corporation cancels and replaces, in its entirety, the current tariff on file with the Commission, M.D.T.E. Tariff No. 1, issued by Global Tel\*Link Corporation.

#### TITLE PAGE

TARIFF APPLICABLE TO

ALTERNATE OPERATOR SERVICES

(INMATE SERVICES)

WITHIN THE STATE OF MASSACHUSETTS

PROVIDED BY

OF

# **GLOBAL TEL\* LINK CORPORATION**

This tariff includes the rates, charges, terms and conditions of service for the provision of domestic intrastate automated collect call processing services by Global Tel\*Link Corporation for use by inmates in correctional institutions in Massachusetts.

Issued: March 31, 2005 Effective: April 30, 2005

Issued By:

#### **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	Original		26	1 <sup>st</sup> Rev.	
1	7 <sup>th</sup> Rev.	*	27	2 <sup>nd</sup> Rev.	
2	Original		28	2 <sup>nd</sup> Rev.	
3	Original		28.1	1 <sup>st</sup> Rev.	
4	Original		29	2 <sup>nd</sup> Rev.	*
5	Original				
6	Original				
7	Original				
8	Original				
9	Original				
10	Original				
11	Original				
12	Original				
13	Original				
14	Original				
15	1 <sup>st</sup> Rev.				
16	Original				
17	Original				
18	Original				
19	Original				
20	1 <sup>st</sup> Rev.				
21	1 <sup>st</sup> Rev.				
22	1 <sup>st</sup> Rev.				
22.1	Original				
22.2	Original				
23	1 <sup>st</sup> Rev.				
24	2 <sup>nd</sup> Rev.				
25	1 <sup>st</sup> Rev.				

<sup>\* -</sup> indicates those pages included with this filing

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12021 Sunset Hills Road, Suite 100

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#### **EXPLANATION OF SYMBOLS**

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

- (C) To signify changed regulation.
- **(D)** To signify discontinued rate or regulation.
- (I) To signify increased rates.
- (M) To signify material relocated from one page to another without change.
- **(N)** To signify new rate, regulation, or text.
- **(R)** To signify reduced rate.
- **(S)** To signify reissued material.
- (T) To signify a change in text, but no change in rate or regulation.

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#### **TARIFF FORMAT**

- **A. Page Numbering** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the M.D.T.E. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- **D.** Check Sheets When a tariff filing is made with the M.D.T.E., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

**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 Massachusetts Department of Telecommunications and Energy.

**Company** - Used throughout this tariff to refer to Global Tel\*Link Corporation, unless otherwise clearly indicated by the context.

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

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of correctional Institutions, the called party is the Customer and is responsible for payment of charges.

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

GTL - Used throughout this tariff to refer to Global Tel\* Link Corporation, the issuer of this tariff.

**Inmates** - The jailed population of correctional institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

**Institution** - Used throughout this tariff to refer to correctional institutions.

**Institutional Telephone** - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

M.D.T.E. - Massachusetts Department of Telecommunications and Energy.

**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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

**Station to Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

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

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

Global Tel\* Link Corporation's services and facilities are furnished to correctional institutions in Massachusetts for communications originated by inmates of the institutions. GTL, through its call processing equipment, only provides automated collect, prepaid and debt inmate calling services. This tariff encompasses only those services provided between locations within the state of Massachusetts. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the correctional institution.

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

#### 2.2 Use of Service

Services are provided under this tariff to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

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#### 2.3 Limitations of Service

- **2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- **2.3.2** Service is provided only to correctional institutions for use by authorized inmates of the institutions and is subject to any restrictions or limitations imposed by the correctional institution.
- **2.3.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Inmate is using service in violation of provisions of this tariff or the law.
- **2.3.4** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- **2.3.6** The Company reserves the right to discontinue service when any governmental or regulatory condition imposed upon the Company materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

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#### 2.4 Liability of the Company

- **2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Inmate; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- **2.4.4** The Company shall not be liable for any defacement of or damages to the premises of an Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.

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- 2.4 Liability of the Company, Cont'd.
  - **2.4.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
  - **2.4.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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# 2.5 Assignment or Transfer

All facilities or services provided under this tariff are directly or indirectly controlled by the Company and neither the Institution nor Inmate may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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

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#### 2.6 Interconnection with Institution

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

# 2.7 Installation and Termination

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

#### 2.8 Interconnection with Other Carriers

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.

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#### 2.9 Deposits and Advance Payments

#### 2.9.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from inmates, pursuant to standards established by rules set forth pursuant to M.D.T.E. Rule 4, found in DTE 18448.

#### 2.9.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

#### 2.10 Payment for Service

#### 2.10.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

#### 2.10.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 15 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the CONSUMER DIVISION, DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY, ONE SOUTH STATION, BOSTON, MASSACHUSETTS 02110, Telephone: (617) 305-3531 or 1-800-392-6066.

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#### 2.10 Payment for Service, Cont'd.

#### 2.10.3 Validation of Credit

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

Services provided by the Company are available to inmates of correctional facilities in accordance with facility-authorized programs. The Company may request that the correctional facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

#### 2.10.4 Late Payment Fee

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Massachusetts law.

# 2.10.5 Return Check Charge

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

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#### 2.11 **Taxes and Fees**

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

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# 2.12 Refusal or Discontinuance by Company

- **2.12.1** The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this tariff or provision of law.
- **2.12.2** The Company may refuse or discontinue service under the following conditions:
  - **A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **B.** For use of telephone service for any purpose other than that described in the application.

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# 2.13 Refusal or Discontinuance by Company, Cont'd.

#### 2.12.2 Contd.

- **C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by Global Tel\* Link Corporation.
- **D.** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- **E.** In the event of Customer, Institution or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- **F.** In the event of tampering with the equipment or services owned by the Company or its agents.

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#### 2.12 Refusal or Discontinuance by Company, Cont'd.

#### 2.12.2 Cont'd.

- **G.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Institution to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- **H.** By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

# 2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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#### 3.1 General

Global Tel\*Link Corporation provides automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other Correctional Institutions for communications originating and terminating within the State of Massachusetts. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network. No installation charges apply.

# 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:

- **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. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- **3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- **3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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

# 3.3 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 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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\$3.00

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

# 3.3 Institutional Operator Assisted Calling, Cont'd.

# 3.3.1 Institutional Collect-Only Rates

A.	Option 1				
	1.	<b>Local Services Rates and Charges</b>		<b>(T)</b>	
	Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:				
		Usage Charge		<b>(T)</b>	
		Local Message Charge, per call:	\$0.35		
		Local Per Call Service Charge		<b>(T)</b>	
		Service Surcharge, per call:	\$3.00		
	2.	<b>IntraLATA Services Rates and Charges</b>		<b>(T)</b>	
		Usage Charge		<b>(T)</b>	
		IntraLATA Message Charge, Per Call:	\$0.35		
		Service Charge		<b>(T)</b>	

Issued: July 2, 2008 EFFECTIVE: August 1, 2008

Corrections Collect Calls Surcharge:

Issued by: Jeffrey B. Haidinger, President

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(N)

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

# 3.3 Institutional Operator Assisted Calling, Cont'd.

# 3.3.1 Institutional Collect-Only Rates, Cont'd.

A. Option 1, (Cont'd.) **(T)** 3. **InterLATA Services Rates and Charges (T) (T) Usage Charge** Service is billed in one (1) minute increments following an initial one (1) minute billing period. Rate Per Minute: \$0.10 **Service Charge (T)** Operator Station Collect Service Charge: \$1.50 В. **Option 2** (N) 1. **Local and IntraLATA Rates Usage Charge** IntraLATA Message Charge, Per Call: \$0.10 **Service Charge** Corrections Collect Calls Surcharge: \$3.00

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3.3	Institutional Operator Assisted Calling, Cont'd.					
	3.3.1	3.1 Institutional Collect-Only Rates, Cont'd.				
		C.	Optio	Option 3		
			1.	Local, IntraLATA and InterLATA Rates		
				Usage		
				Message Charge, Per Call:	\$0.50	
				Service Charge		
				Service Charge, Per Call:	\$3.00	
		D.	Optio	on 4		
			1.	Local, IntraLATA and InterLATA Rates		
				Usage		
				Usage Rate, Per Minute:	\$0.10	
				Service Charge		
				Service Charge, Per Call:	\$3.00	( <b>N</b> )

Issued: January 14, 2009 Effective: February 13, 2009

Jeffrey B. Haidinger, President Issued by:

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Reston, VA 20190

E.

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

# 3.3 Institutional Operator Assisted Calling, Cont'd.

# 3.3.1 Institutional Collect-Only Rates, Cont'd.

# Option 5 1. Local, IntraLATA and InterLATA Rates Usage Usage Rate, Per Minute: Service Charge Service Charge, Per Call: \$0.86

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Issued by: Jeffrey B. Haidinger, President

12021 Sunset Hills Road, suite 100

# 3.4 [Reserved for Future Use]

Issued: July 28, 2010 Effective: August 27, 2010

Issued by: Jeffrey B. Haidinger, President

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# 3.4 [Reserved for Future Use]

**(D)** 

Issued: July 28, 2010 Effective: August 27, 2010

Issued by: Jeffrey B. Haidinger, President

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#### 3.4 [Reserved for Future Use]

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# 3.4 [Reserved for Future Use]



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

#### 3.5 Advance Pay Accounts

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by Global Tel\*Link. Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Establishment and maintenance of an Advance Pay Account is 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.

The minimum amount required to set up the Advance Pay Account is \$25.00. Upon request, and after the required minimum payment is received, 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 payments will be accepted with a \$50.00 payment maximum. Initial and additional payments 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 payments will be subject to applicable taxes.

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 contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time. At the written request of the Customer (usually upon release of an inmate from an institution), any remaining balance in the Account will be refunded to the Customer after deducting any call charges, applicable taxes and transaction fees incurred during the current billing cycle. Advance Pay Accounts will be automatically dissolved following three months of zero activity (i.e., no calls placed, no account replenishment, no customer service inquiries.)

All security measures and inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using an Advance Pay Account.

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

# 3.5 Advance Pay Accounts

#### 3.5.1 Rates and Charges

- **A. Option 1 -** Advance Pay Customers' rates and charges are the same as those set forth in the Company's institutional collect call rate schedules.
- **B. Option 2 -** Rates and charges for Advance Pay Accounts are provided at a discount, per request of correctional facility.

C. Option 31. Local, IntraLATA and InterLATA Rates

Usage Rate, Per Minute: \$0.10

**Service Charge** 

**Usage** 

Service Charge, Per Call: \$0.86

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#### 3.6 Institutional Prepaid Operator Assisted Calling

#### 3.6.1 Prepaid Debit Accounts

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her personal account to his/her telephone account. This is accomplished by facility personnel or through a direct interface between the commissary system and/or booking account and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or prepaid/debit. Once debit 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., JMS, facility, 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 caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Debit Account is refundable upon request after release of the inmate from the Confinement Institution. The Available Usage Balance expires three months from the date of the last activity on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

#### 3.6.2 Rates and Charges

- **A. Option 1 -** Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's institutional collect call rate schedules.
- **B. Option 2 -** Rates and charges for Prepaid Debit Accounts are provided at a discount, per request of correctional facility.

# C. Option 3

1. Local, IntraLATA and InterLATA Rates

**Usage** 

Usage Rate, Per Minute: \$0.075

**Service Charge** 

Service Charge, Per Call: \$0.65

Issued: July 28, 2010 Effective: August 27, 2010

Issued by: Jeffrey B. Haidinger, President

12021 Sunset Hills Road, suite 100

GTL 0032 Reston, VA 20190 MAn1001

(N)

(N)

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

#### 3.7 Miscellaneous Charges

# 3.7.1 Validation Surcharge

A four percent (4%) per-call surcharge will be applied to the base rate of all calls. The base rate of a call is set forth in Section 3 preceding, and does not include any applicable taxes, fees, or other surcharges that may apply to the call. The Validation Surcharge is applied to recover revenue lost due to the difficulty of rating calls and the cost of verifying the geographic location of the called party for security purposes pursuant to Correctional Institution contracts

Issued: February 28, 2012 Effective: March 28, 2012

Issued by: Jeffrey B. Haidinger, President

12021 Sunset Hills Road, Suite 100

GTL 0033 Reston, VA 20190 MAn1201

**DSI-ITI, LLC** 

2609 Cameron Street Mobile, Alabama 36607

Issued By: Tariff Administrator

Issued: March 29, 2010 Effective: April 28, 2010

Massachusetts Tariff No. 1

Original Page 1

# **MASSACHUSETTS**

# RESALE TELECOMMUNICATIONS SERVICE TARIFF

 $\mathbf{of}$ 

# **DSI-ITI, LLC**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate telecommunications services by DSI-ITI, LLC ("DSI") between locations within the State of Massachusetts.

# **DSI-ITI, LLC**

2609 Cameron Street Mobile, Alabama 36607

Issued By: Tariff Administrator

Issued: March 29, 2010 Effective: April 28, 2010

# **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	Original	27	Original
3	Original	28	Original
4	Original	29	Original
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6	Original	31	Original
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8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original		
12	Original		
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14	Original		
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17	Original		
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23	Original		
24	Original		
25	Original		

<sup>\* -</sup> indicates those pages included with this filing.

# **DSI-ITI, LLC**

2609 Cameron Street

Mobile, Alabama 36607

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#### **EXPLANATION 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 discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (M) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- **(R)** To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- **(S)** To signify reissued material.
- **(X)** To signify a correction or reissued matter.

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### **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resold Institutional Operator Assisted Calling ("IOAC") on a common carrier basis by DSI-ITI, LLC within the State of Massachusetts.

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### **SERVICE AREA MAP**

DSI-ITI, LLC will provide intrastate service throughout the State of Massachusetts.

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#### **TARIFF FORMAT**

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new 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 M.D.T.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- **C. Paragraph Numbering Sequence** There are seven 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.
- **D.** Check Sheets When a tariff filing is made with the M.D.T.C., 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

Issued: March 29, 2010 Effective: April 28, 2010

### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Called Party - The party to which the Caller intends to reach via telephone.

**Called Party / Collect** - The party which has agreed to accept the collect call placed by the inmate, whether or not they are a Customer of the Company. The Called Party / Collect is responsible for all charges related to the call and are subject to the provisions of the tariff, which are applicable to the call accepted.

Calling Party - The party which initiates a telephone call to a Called Party.

Commission - Refers to the Massachusetts Department of Telecommunications and Cable.

Company or Carrier - DSI-ITI, LLC issuer of this tariff.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

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

**DSI** - DSI-ITI, LLC, the issuer of this tariff.

**Institution** - Any type of confinement or correctional facility which houses inmates.

**Institutional Operator Assisted Services ("IOAS")** - applies specifically to telephone service provided at an institution for use by inmates in making collect-only calls.

LATA - Local Area of Transport and Access.

**Local Exchange Carrier** ("**LEC**") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

M.D.T.C. - Massachusetts Department of Telecommunications and Cable.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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

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#### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of DSI

DSI's services and facilities are furnished for communications originating at specified points within the Commonwealth of Massachusetts under terms of this tariff.

DSI installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. DSI may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the DSI network. The Customer shall be responsible for all charges due for such service arrangement.

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

### 2.2 Use

- **2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- **2.2.2** The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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

### 2.3 Limitations of Service

- **2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

### 2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by DSI and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

# **DSI-ITI, LLC**Massachusetts Tariff No. 1 2609 Cameron Street Original Page 11

Mobile, Alabama 36607

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

### 2.5 Liability of the Company

- **2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- **2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company=s services.

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

### 2.6 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 Customer is responsible for any and all cost(s) incurred as the result of:

- (A) Charges will be included on the Called Party / Collect's local exchange company bill or may be billed directly by the 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 Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer 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 past due.

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### 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 past due account may result in the blocking of the Called Party's service and the Called Party may no longer be able to receive IOAS collect calls until the past due portion of the bill is paid and the Customer's account is current. The Company does not charge a late charge for unpaid bills.

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- (**F**) Failure to receive a bill will not exempt a 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. A positive response by the Called Party indicating the willingness to accept for and pay for the call must be received by the Company before completing the call.
- (H) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer 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 M.D.T.C. consumers services division.

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### **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 Customer for transmission of calls via the Company. The Customer agrees 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 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.

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All charges due by the Customer 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 Massachusetts Department of Telecommunications and Cable. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' 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.

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### **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.

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit of up to two months' estimated charges which the Company may apply against overdue charges. Interest on deposits is credited annually, or upon termination of the service, or upon return of the deposit by the Company. The receipt of a deposit does not relieve the Customer from their responsibility to pay bills promptly.

For deposits required of residential Customers, the rate of interest is equivalent to the rate paid on two-year U.S. Treasury notes for the preceeding 12 months ending December 31<sup>st</sup>. Interest is credited annually or upon the return of the deposit by the Company.

### 2.6.4 Advance Payments

The Company does not require Advance Payments.

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

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

### 2.6.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Massachusetts state law.

### 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 and pursuant to Massachusetts law and Massachusetts Department of Telecommunications and Cable.

### 2.6.7 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- **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 may contact the Company's business office at the following toll-free number: 1-877-650-4249.
- **D.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Massachusetts Department of Telecommunications and Cable 1000 Washington Street, Suite 820 Boston, MA 02118-6500

Telephone: 617-350-3531

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

### 2.7 Taxes and Fees

- **2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer=s bill.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- **2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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

### 2.8 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.

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

### 2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

#### 2.10 Refusal or Discontinuance by Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the residential Customer shall be given fifteen (15) days notice prior of discontinuance of service, with five (5) days certified mail notice prior to the expiration of the fifteen (15) days to comply with any rule or remedy any deficiency:

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. DSI will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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

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

- **2.10.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice via 1st Class U.S. Mail to comply with any rule or remedy any deficiency:
  - **A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice via 1st Class U.S. Mail to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
  - **B**. For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **C**. For use of telephone service for any purpose other than that described in the application.
  - **D.** For neglect or refusal to provide reasonable access to DSI or its agents for the purpose of inspection and maintenance of equipment owned by DSI or its agents.
  - **E.** For noncompliance with or violation of Commission regulation or DSI's rules and regulations on file with the Commission.
  - **F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect DSI's equipment or service to others.

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

### 2.10 Refusal or Discontinuance by Company, (CONT'D.)

### 2.10.2 (Cont'd.)

**G.** Without notice in the event of tampering with the equipment or services owned by DSI or its agents.

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- **H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, DSI may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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

#### 2.11 Interconnection

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

### 2.12 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 DSI's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

### 3.1 General

DSI provides operator assisted services originating from correctional facilities for communications originating and terminating within the Commonwealth of Massachusetts. 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 are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of DSI's services and network.

Issued: March 29, 2010 Effective: April 28, 2010

### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### 3.2 Timing of Calls

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

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** The initial and additional billing increments are stated in the description of each service.
- **3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

### 3.3 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DA	Υ	I				
5:00 PM TO 11:00 PM*	NC	N-DAY (	Peak/Off-	Peak)		1	
11:00 PM TO 8:00 AM*							

<sup>\*</sup> Up to but not including.

### 3.4 Holidays

The Company does not offer Holiday rates.

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- **Step 1** -Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- **Step 2** -Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- **Step 5** -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- **Step 6** -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

### Formula:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

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### SECTION 3.0 - 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 is 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.

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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 Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.47

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### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

### 3.7 Institutional Operator Assisted Calling

Institutional Operator Assisted Service("IOAS") is available to inmates of subscribing Institutions in which the administration of the facility contracts with the Company on behalf of the inmate population. IOAS 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 DSI. 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 DSI.
  - **b.** At the request of the Institution, DSI 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, DSI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
  - **d.** At the request of the Institution, DSI may block Inmate access to specific telephone numbers.
  - **e.** Availability of DSI's services may be restricted by the Institution to certain hours and/or days of the week.

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### **SECTION 3.0 - 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 DSI'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, DSI 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.

### 3.7.2 Identifying Rates for Collect Calls

- **a.** When a Collect Call is made, the Company will identify itself to the Called Party before connecting the call.
- **b.** The Company will disclose immediately how the Called Party may obtain rate quotations before connecting the call, or the Company will fully disclose the rate to be charged for the call including any surcharges.
- **c.** The Company will allow the Called Party to terminate the call at no charge before the call is connected.

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

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

### 3.7.3 Rates and Charges

The following rates and charges apply to all local, intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

### 3.7.4 Local Rates and Charges

Rate Per Minute: \$0.10 Operator Service Rate Per Call: \$3.00

Maximum local call amount \$4.50

### 3.7.5 IntraLATA / InterLATA Rates and Charges

### **IntraLATA**

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.0900	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

#### InterLATA

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.0900	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### 3.8 Prepaid Collect Service

### 3.8.1 Description

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.

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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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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### 3.8 Prepaid Collect Service, (Cont'd.)

### 3.8.2 Local Rates and Charges

Initial 3 minutes:	\$0.30
Each additional minute:	\$0.10
Operator Service Rate Per Call:	\$3.00
-	
Maximum local call amount	\$4.50

### 3.8.3 IntraLATA / InterLATA Rates and Charges

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

### **IntraLATA**

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.0900	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

### **InterLATA**

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.0900	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### 3.9 Institutional Prepaid Service

### 3.9.1 Description

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.

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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.

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

### 3.9 Institutional Prepaid Service, (Cont'd.)

### 3.9.2 Local Rates and Charges

Initial 3 minutes:	\$0.30
Each additional minute:	\$0.10
Operator Service Rate Per Call:	\$3.00
-	
Maximum local call amount	\$4.50

## 3.9.3 IntraLATA / InterLATA Rates and Charges

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

### **IntraLATA**

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.0900	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

### **InterLATA**

	Day Initial Each Add'l		Evening		Night/Weekend	
			Initial	Each Add'l	Initial	Each Add'l
Mileage	Period	Period	Period	Period	Period	Period
0-10	\$0.1000	\$0.0600	\$0.740	\$0.0550	\$0.0460	\$0.0360
11-14	\$0.1000	\$0.090	\$0.1000	\$0.0550	\$0.0540	\$0.0360
15-99999	\$0.1000	\$0.1000	\$0.1000	\$0.0610	\$0.0780	\$0.0360

Operator Service Rate Per Call: \$3.00

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#### **SECTION 4 - CONTRACTS AND PROMOTIONS**

### 4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time. 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 Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

Promotions are subject to the prior approval of the M.D.T.C.

The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

Special offerings will not exceed a period of ninety (90) days.