

Global Tel\*Link Corporation  
PSC No. 3 - Telephone  
Effective Date: 07/16/2020

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*This tariff, PSC No. 3 – Telephone, filed by Global Tel\*Link Corporation cancels and replaces, in its entirety, the current tariff on file with the Commission, New York Tariff No. 2 - Telephone, issued by Global Tel\*Link Corporation.*

Global Tel\*Link Corporation

Regulations and Charges Applying to Point-to-Point Communication Service to  
Locations in the State of New York

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Global Tel\*Link Corporation (“GTL”). This tariff is on file with the New York Public Service Commission.

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

Global Tel\*Link Corporation  
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## COMPLAINT CONTACTS

### Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: The following link will send an email to Customer Service  
<https://web.connectnetwork.com/contact-us-via-email/>
- By Phone: Customer Service  
1-877-650-4249
- By Mail:  
Global Tel\*Link Corporation  
Attn: Customer Service  
3120 Fairview Park Drive, Suite 300  
Falls Church, Virginia 22042

### Contacting the New York State Department of Public Service with a Complaint

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:  
Helpline (for complaints/inquiries):  
1-800-342-3377 for Continental United States (M-F 8:30 am – 4:00pm); or  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax
- By Mail:  
NYS Department of Public Service  
Office of Consumer Services, 4<sup>th</sup> Floor  
3 Empire State Plaza  
Albany, NY 12223-1350

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### EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text or regulation.

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### TARIFF FORMAT

- A. Leaf Numbering** - Leaf numbers appear in the upper right corner of the leaf. Leafs are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers** - Revision numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the NY P.S.C. For example, the 4th Revised Leaf 14 cancels the 3rd Revised Leaf 14. Because of various suspension periods, deferrals, etc. the NY P.S.C. follows in its tariff approval process, the most current leaf number on file with the Commission is not always the tariff leaf in effect. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence** - here 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).

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## 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 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.

**Average Daily Population (ADP)** – The sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

**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 New York Public Service Commission.

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

**Confinement or 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.

**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.

**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.

**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.

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

**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.

**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 New York for communications originated by inmates of the Institutions. GTL, through its call processing equipment, only provides automated collect, prepaid and debit inmate calling services. This tariff encompasses only those services provided between locations within the state of New York. 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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## SECTION 2 - RULES AND REGULATIONS, CONT'D.

### 2.3 Limitations of Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this 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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## SECTION 2 - RULES AND REGULATIONS, CONT'D.

### 2.4 Liability of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this 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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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

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

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

### **2.6 Interconnection with Institution**

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

### **2.7 Installation and Termination**

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

### **2.8 Interconnection with Other Carriers**

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

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

### **2.9 Deposits and Advance Payments**

#### **2.9.1 Deposits**

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

#### **2.9.2 Advance Payments**

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

### **2.10 Payment for Service**

#### **2.10.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company). A balance is considered past due if unpaid fifteen (15) days following the post mark date of the bill listing amounts owed by the Customer.

#### **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.

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

### **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 New York law. One (1) late payment fee per calendar year will be forgiven.

#### **2.10.5 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

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

### 2.11 Taxes and Fees

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

#### 2.11.1 State Universal Service Fund Surcharge

On August 17, 2012, the New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is charged monthly on a per access line or per trunk basis to all residence and business customers, in addition to other monthly rates and charges set forth in applicable tariffs. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order. The applicable State Universal Service Fund Surcharge rate is shown on a statement which is attached to this tariff.

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

### **2.11 Taxes and Fees, Cont'd.**

#### **2.11.2 Gross Revenue Tax Surcharge**

The applicable Gross Revenue Surcharge Rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as directed by the Commission.

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

### 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.
- 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.

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

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

#### **2.12.2 Contd.**

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

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

### 2.13 Inspection, Testing and Adjustment

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

### 2.14 Automated Operator Services

#### A. Carrier Identification

GTL will identify itself to the end user at the time the end user accesses its services.

#### B. Rate Information

Upon request, GTL will quote all rates and charges for its services to the user of its services.

#### C. Notice

When GTL provides its automated operator assisted calling to the public or transient end users (not including service provided to inmates of correctional institutions), it will cause a notice to be posted in plain view at each telephone location which automatically accesses GTL's network. The notice shall include the following information:

- (1) GTL's name and address;
- (2) a telephone number for bill and service dispute information;
- (3) clear and specific instructions informing the end user how to access the local exchange telephone company operator as an alternative available to the end user; and
- (4) notice concerning any and all amounts to be billed by GTL on behalf of any host location or third party which will appear on GTL's bill for services rendered.

#### D. Exclusive Agreements

Except for the provision of service to inmates of correctional institutions, GTL will not take any action or enter into any arrangement which restricts end user selection among competing interexchange telephone corporations or which restricts end user access to competing providers of intrastate operator assisted communications services. GTL will not pay any commission or other compensation to any entity which GTL knows to be engaged in such action or arrangement.

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

### 2.15 Special Pricing Arrangements/Individual Case Basis Arrangements

Service may be offered on a contractual basis to meet the specialized requirements of Correctional Institutions. In lieu of the rates otherwise set forth in this tariff, rates and charges for services may be established at negotiated rates on an Individual Case Basis (ICB). Customized service packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers of GTL for proposals or for competitive bids. A summary of each customized service arrangement offered pursuant to this paragraph will be filed as an addendum to the tariff within 30 days after the contract is signed by both GTL and the Customer. The following information will be included in the summary (as applicable):

- 1) Service description, including capacity and quantity of services
- 2) Term of agreement
- 3) Rates and charges

### 2.16 Exemptions

The Company does not offer to process local emergency calls, "911" or "0-" calls from customer-owned-currency-operated telephones or credit card-activated telephones located in New York State. In the event that an emergency call is processed for any reason, no charges will apply if placed to recognizable, authorized civil authorities.

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

### 2.17 Automatic Number Identification Terms and Conditions

GTL may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.17.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's original call or transaction.
- 2.17.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.17.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.17.4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.17.5 GTL will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.17.6 Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Violations of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

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

### 2.18 Schools and Libraries Discount Program

#### 2.18.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

#### 2.18.2 Regulations

##### A. Obligation of eligible schools and libraries

1. Request for service
2. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
3. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
4. Service requested will be used for educational purposes.
5. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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

### 2.18 Schools and Libraries Discount Program, Cont'd.

#### 2.18.2 Regulations, Cont'd.

##### B. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

#### 2.18.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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

### 2.19 Health Care Providers Support Program

#### 2.19.1 General

**For services other than calling services provided to inmates in confinement institutions:**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

#### 2.19.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

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

### **2.19 Health Care Providers Support Program, Cont'd.**

#### **2.19.2 Regulations, Cont'd.**

##### **D. Responsibility of eligible health care providers, (cont'd.)**

4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

##### **E. Responsibility of the Company**

1. The Company shall offer the rates and charges as specified in Section D, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in C.18.a preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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

### 2.19 Health Care Providers Support Program, Cont'd.

#### 2.19.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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

### 2.20 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

#### 2.20.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

**B. The TSP program has two components, restoration and provisioning.**

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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

### 2.20 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, Cont'd.

#### 2.20.2 TSP Request Process

##### A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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

### 2.20 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, Cont'd.

#### 2.20.2 TSP Request Process, Cont'd.

##### B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2. A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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

### 2.20 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, Cont'd.

#### 2.20.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

#### 2.20.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.

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

### 2.20 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, Cont'd.

#### 2.20.4 Responsibilities of the Company, Cont'd.

- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

#### 2.20.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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## SECTION 3 - DESCRIPTION OF SERVICE AND MAXIMUM RATES

### 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 New York. 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.
- 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 MAXIMUM RATES, CONT'D.**

#### **3.4 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 services are blocked by the Company.
2. At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
6. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
7. At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
8. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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

#### 3.4 Institutional Operator Assisted Calling, Cont'd.

##### 3.4.1 Institutional Collect-Only Rates

###### A. Local Services Rates and Charges

Local operator assisted collect-only calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

###### 1. Usage Charge

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Local (Home Region) First Minute:	\$0.12	\$1.95
Local (Home Region) Each Additional Minute:	\$0.09	\$0.25
Local (Region-to-Region) First Minute:	\$0.12	\$1.95
Local (Region-to-Region) Each Additional Minute:	\$0.12	\$0.25

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

#### 3.4 Institutional Operator Assisted Calling, Cont'd.

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

###### B. IntraLATA Services Rates and Charges

IntraLATA operator assisted collect-only calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

###### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.15	\$1.95
Intrastate Each Additional Minute:	\$0.15	\$0.25
Interstate Per Minute:	\$0.15	\$0.25

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

#### 3.4 Institutional Operator Assisted Calling, Cont'd.

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

##### C. InterLATA Services Rates and Charges

InterLATA operator assisted collect-only calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

##### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.15	\$4.35
Intrastate Each Additional Minute:	\$0.15	\$0.69

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

#### **3.6 AdvancePay® Accounts**

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up an AdvancePay® Account with the Called Party (Customer) for payment of collect calls placed from Institutions served by Global Tel\*Link. Funds in the Customer's AdvancePay 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 AdvancePay 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.

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 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 to the use of all automated payment methods unless specifically excluded. 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 AdvancePay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the AdvancePay Account is replenished.

The Customer may close the AdvancePay Account at any time, but accounts are automatically closed following three months of zero activity (i.e., no calls placed, no account replenishment, no customer service inquiries). The Customer may seek a refund of unused AdvancePay balances upon written request at any time, even if the account has been closed. 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.

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 MAXIMUM RATES, CONT'D.

#### 3.6 AdvancePay® Accounts, Cont'd.

##### 3.6.1 Rates and Charges

###### A. Local Services Rates and Charges

Local AdvancePay calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

###### 1. Usage Charge

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Local (Home Region) First Minute:	\$0.12	\$1.85
Local (Home Region) Each Additional Minute:	\$0.09	\$0.25
Local (Region-to-Region) First Minute:	\$0.12	\$1.95
Local (Region-to-Region) Each Additional Minute:	\$0.12	\$0.25

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

#### 3.6 AdvancePay® Accounts, Cont'd.

##### 3.6.1 Rates and Charges, Cont'd.

###### B. IntraLATA Services Rates and Charges

IntraLATA AdvancePay calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

###### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.15	\$1.95
Intrastate Each Additional Minute:	\$0.15	\$0.25
Interstate Per Minute:	\$0.15	\$0.21

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

#### 3.6 AdvancePay® Accounts, Cont'd.

##### 3.6.1 Rates and Charges, Cont'd.

#### C. InterLATA Services Rates and Charges

InterLATA Advance Pay calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

##### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.15	\$4.35
Intrastate Each Additional Minute:	\$0.15	\$0.40

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

#### **3.8 Institutional Prepaid Operator Assisted Calling**

##### **3.8.1 Prepaid Debit/Inmate Net 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.

By purchasing an Inmate Net calling card, an inmate may place a call from any inmate telephone, regardless of whether the facility requires a PIN. Each Inmate Net calling card is imprinted with a unique card number, monetary value, expiration date, and a short security code printed on a detachable tab. When the inmate places a call, he/she enters the called telephone number, the PIN (if applicable), and card number and security code. Inmate Net calling cards are distributed exclusively by GTL for purchase by facilities, which sells them to inmates.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit/Inmate Net 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.

Any unused funds in a Prepaid Debit Account are refundable upon request at any time. Refunds are issued by the entity controlling the actual cash deposits, which depending on the specific arrangements, is either the Company, the commissary, the correctional facility itself or its agent, unless otherwise directed by state law.

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

#### 3.8 Institutional Prepaid Operator Assisted Calling, Cont'd.

##### 3.8.2 Rates and Charges

###### A. Local Services Rates and Charges

Local prepaid operator assisted calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

###### 1. Usage Charge

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Local (Home Region) First Minute:	\$0.03	\$1.85
Local (Home Region) Each Additional Minute:	\$0.03	\$0.25
Local (Region-to-Region) First Minute:	\$0.03	\$1.95
Local (Region-to-Region) Each Additional Minute:	\$0.03	\$0.25

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

#### 3.8 Institutional Prepaid Operator Assisted Calling, Cont'd.

##### 3.8.2 Rates and Charges, Cont'd.

##### B. IntraLATA Services Rates and Charges

IntraLATA prepaid operator assisted calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

##### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.03	\$1.95
Intrastate Each Additional Minute:	\$0.03	\$0.25
Interstate Per Minute:	\$0.03	\$0.21

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

#### 3.8 Institutional Prepaid Operator Assisted Calling, Cont'd.

##### 3.8.2 Rates and Charges, Cont'd.

##### C. InterLATA Services Rates and Charges

InterLATA prepaid operator assisted calls placed by inmates of Institutions and other Correctional Facilities are billed as follows:

##### 1. Usage Charges

The following rate will be applied on a per minute basis with an initial period of one (1) minute:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$0.03	\$4.35
Intrastate Each Additional Minute:	\$0.03	\$0.40

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

#### 3.9 Pay 2 Talk

Pay 2 Talk service allows recipients of inmate collect calls to pay on a per call basis. This service is targeted to called parties who either do not want to set up a prepaid account and purchase a bulk set of minutes on a prepaid basis or who may be blocked from receiving collect calls. When the call is placed the called party will be prompted for credit card information and once received and validated, the call will be connected. Calls are billed only via a major credit card, as determined by the Company. Call rates are based on 15 minute increments.

##### 3.9.1 Rates and Charges

###### A. Local Services Rates and Charges

###### 1. Usage Charge

Service is based on fifteen (15) minute increments:

	<u>Minimum</u>	<u>Maximum</u>
Local (Home Region) First Minute:	\$1.80	\$1.80
Local (Home Region) Each Additional Minute:	\$0.00	\$0.00
Local (Region-to-Region) First Minute:	\$1.80	\$1.80
Local (Region-to-Region) Each Additional Minute:	\$0.00	\$0.00

###### B. IntraLATA Services Rates and Charges

###### 1. Usage Charge

Service is based on fifteen (15) minute increments:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$1.80	\$1.80
Intrastate Each Additional Minute:	\$0.00	\$0.00

###### C. InterLATA Services Rates and Charges

###### 1. Usage Charge

Service is based on fifteen (15) minute increments:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate First Minute:	\$1.80	\$1.80
Intrastate Each Additional Minute:	\$0.00	\$0.00

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

#### 3.10 Ancillary Service Charges

**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                       \$4.75 - \$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       \$0.00 - \$2.00

**3.10.4 Third-Party Financial Transaction Fees** – The exact transaction fee charged by the third party.

**3.10.5 AdvancePay One Call Financial Transaction Fee** – AdvancePay One Call permits a Customer who is unable to accept collect calls and has not established, or does not desire to establish, an AdvancePay account to accept a call from an Inmate. A transaction fee applies to use of the AdvancePay One Call service in addition to applicable per-minute billing rates. (T)

Advance Pay One Call Financial Transaction Fee – The exact transaction fee charged by the third party. (T)

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