

**TARIFF APPLICABLE TO
ALTERNATE OPERATOR SERVICES
WITHIN THE STATE OF RHODE ISLAND
PROVIDED BY
SECURUS TECHNOLOGIES, LLC**

Issued: January 17, 2020

Effective: February 17, 2020

By:

Michael S. J. Lozich, Sr. Corporate Counsel &
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TITLE SHEET

RHODE ISLAND TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Securus Technologies, Inc. ("Securus "), with principal offices at 4000 International Parkway, Carrollton, Texas 75007. This tariff applies for services furnished within the State of Rhode Island. This tariff is on file with the Rhode Island Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business. (T)

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

Concurring Carriers - None

Connecting Carriers – None

Other Participating Carriers - None

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CHECK SHEET

Sheets 1 through 28, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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* - Indicates New or Revised Page

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SYMBOLS

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

- 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 An Reduction to A Customer's Bill
- T** - Change in text or Regulation but no change in rate or charge

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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.)

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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. (N)

Authorized Fee – A government authorized, but discretionary, fee which a Provider must remit to a federal, state, or local government, and which a Provider is permitted, but not required, to pass through to Consumers. An Authorized Fee may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation.

Authorized User –A person, firm, partnership, corporation or other entity that is authorized by the Confinement Facility or otherwise to be connected to and utilize the Company’s services under the terms and regulations of this tariff. (N)

Auto-Collect Call - A billing arrangement by which the charges for a call may be billed to the called party without the intervention of a live operator, provided the called party agrees to accept the charges. The Called Party is responsible for charges associated with the call.

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

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. (N)

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Securus' automated collect service. (T)

Collect Calling – An arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from an Inmate Telephone. (N)
(N)

Commission – Rhode Island Public Utilities Commission.

Company or Carrier - Securus Technologies, Inc. unless otherwise clearly indicated by the context.

Confinement Facilities, Correctional Facilities or Correctional Institutions - Prisons, jails, correctional institutions or other places of confinement used for penalty purposes. Confinement Facilities are Subscribers of Securus' services and make the service available to Inmates. (T)
(T)

Consumer or 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 price list. Includes the inmates of Correctional Institutions and parties who accept charges for calls placed from Correctional Institutions served by the Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONTINUED

Debit Calling – A presubscription or comparable service which allows an Inmate, or someone acting on an Inmate’s behalf, to fund an account set up through a Provider that can be used to pay for Inmate Calling Services calls originated by the Inmate.

End User – The person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Inmate Prepaid Service calls, the End User accepts responsibility for payment of the charges for use of the Company’s services.

Inmate Calling Service or ICS – A service that allows Inmates to make calls to individuals outside the Correctional Facility where the Inmate is being held, regardless of the technology used to deliver the service. (T)

Inmate Telephone – A telephone instrument, or other device capable of initiating calls, set aside by authorities of a Correctional Facility for use by Inmates.

Inmate User – A person incarcerated in a facility serviced by the Company who is authorized by the Confinement Facility to be connected to and utilize the Company’s services under the terms and regulations of this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONTINUED

Inmates - The jailed population of Confinement Facilities. Inmates are users of Securus' system.

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; or (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.

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

Mandatory Tax or Mandatory Fee – A fee that Securus is required to collect directly from Consumers, and remit to federal, state, or local governments. A Mandatory Tax or Fee that is passed through to a Consumer may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule or regulation.

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

Per-Call, or Per-Connection Charge – A one-time fee charged to a Consumer at call initiation.

Prepaid Calling – A presubscription or comparable service in which a Consumer, other than an Inmate, funds an account set up through a Provider of Inmate Calling Services. Funds from the account can then be used to pay for Inmate Calling Services, including calls that originate with an Inmate.

Prepaid Collect Calling – A calling arrangement that allows an Inmate to initiate an Inmate Calling Services call without having a pre-established billing arrangement and also provides a means, within that call, for the called party to establish an arrangement to be billed directly by the Provider of Inmate Calling Services for future calls from the same Inmate.

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 of longer than one year.

Provider of Inmate Calling Services, or Provider – Any communications service provider that provides Inmate Calling Services, regardless of the technology used.

Securus - Used throughout this tariff to refer to Securus Technologies, LLC

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONTINUED

Site Commission - Any form of monetary payment, in-kind payment, gift, exchange of services or goods, fee, technology allowance, or product that Securus may pay, give, donate, or otherwise provide to an entity that operates a correctional institution, an entity with which Securus enters into an agreement to provide ICS, a governmental agency that oversees a correctional facility, the city, county, or state where a facility is located, or an agent of any such facility.

(N)
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(N)

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Securus' services and facilities are furnished for communications originating at specified points within the state of Rhode Island under terms of this tariff. (T)

Securus installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Service is provided to Confinement Facilities for use by Inmates. Securus may act as the Confinement Facility's agent for ordering access connection facilities provided by other carriers or entities, when authorized, to allow connection of a Confinement Facility's location to the Securus network.

The Company's services and facilities are available twenty-four hours per day, seven days per week. (D)

2.2 Limitations

2.2.1 Service is limited to collect calling for local, intraLATA and interLATA calls. (T)

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

2.2.3 Securus reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff, or in violation of the law.

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

2.2.5 Service provided to Correctional Facilities for use by Inmates may be otherwise limited by the administration of the institution at its discretion.

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited subject to limitations imposed by the Correctional Facility.

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.4 Taxes

Securus' practices in connection with collecting taxes and fees from Consumers for (or in connection with) intrastate ICS complies with Federal Communication Commission Rule 47 CFR § 64.6070. Securus charges and collects any applicable Mandatory Tax or Fee or Authorized Fee on a per-call basis (including (as applicable) Federal Cost Recovery Charge, State sales tax, municipal taxes, gross receipts tax, and similar taxes and fees). Generally, any applicable Mandatory Tax or Fee or Authorized Fee is in addition to the rates and charges stated in this tariff, and each Mandatory Tax or Fee or Authorized Fee will be itemized separately on Consumer bills.

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(D)

2.5 Installation and Termination

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

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.6 Billing and Payment for Service

A. Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an End User of the Customer by Securus. All charges due by the Customer are payable to the Company. (T)
(D)
(D)

B. Disputed Charges

Charges billed directly by the Company are due by the specified due date. Direct Bill accounts that become past due as specified on the invoices will be converted to a prepaid account. Notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible. (T)
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(T)

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer bills will be made to the extent that such changes are reasonably appropriate. (T)
(T)

Customers may contact the Rhode Island Public Utilities Commission in the event of an unresolved dispute. (D)

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.6 Billing and Payment for Service, Continued

C. Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. 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 confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement 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.

D. Ancillary Service Charges

Pursuant to the Federal Communication Commission's Report and Order on Remand and Fourth Further Notice of Proposed Rulemaking, FCC 20-111, released August 7, 2020 and effective November 23, 2020, ancillary service charges are considered jurisdictionally mixed (i.e., they cannot be segregated between interstate and intrastate calls) and, therefore, subject to FCC jurisdiction. For purposes of ancillary service charges, the jurisdictional nature of an intrastate call depends exclusively on determining the physical location of the endpoints of the call being within the State of Rhode Island. As a result, all ancillary service charges are subject to the FCC's jurisdiction and rules regarding ICS. Securus' practices in connection with charging ancillary service charges in connection with Inmate Calling Services complies with Federal Communication Commission Rule 47 CFR § 64.6020. If Securus segregates intrastate ICS from interstate ICS based on the physical location of the endpoints of an ICS call, then the ancillary service charges set forth in this tariff will apply to intrastate ICS calls in Rhode Island.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.6 Billing and Payment for Service, Continued

E. Deposits

The Company does not normally require deposits; however, the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules. (T)

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

F. 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 Company or its billing agent and pursuant to Rhode Island law.

G. Payment Fee

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). This fee does not apply to payments mailed to the Company or submitted via a customer's online banking service. (T)(R)(N)

Automated payment fees - \$3.00

Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions. This fee does not apply to payments mailed to the Company or submitted via a customer's online banking service.

Live agent fee - \$5.95

H. Paper Bill/Statement Fee

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

Paper Bill/Statement Fee - \$2.00 (N)

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.7 Refusal or Discontinuance by Company

Securus may refuse or discontinue service under the following conditions. Unless otherwise specified, the Confinement Facility or Inmate will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- (e) For non-payment of bills for telephone service.
- (f) Without notice in the event of use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (g) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (h) Without notice 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 that 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) For failure of the Confinement Facility to make proper application for service.
- (j) For Confinement Facility's breach of the contract for service between the Company and the Confinement Facility.
- (k) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, CONTINUED

2.8 Credit Allowance for Interruption of Service

Credit allowances for interruptions of service are limited to the initial minimum call charge for re-establishing the interrupted call.

2.9 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.

2.10 Positive Acceptance of Calls

No charges shall be incurred by the Called Party unless the Called Party clearly and affirmatively indicates a willingness to accept and pay for the call.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Service is offered to Inmates of Confinement Facilities. Inmates may place collect calls using Securus' service. (T)

3.2 Timing of Calls

3.2.1 Timing of Inmate initiated calls begins when the End User accepts the call and the Inmate and End User are connected. The call ends when either the Inmate or End User hangs up, as determined by the industry standard methods generally in use for ascertaining disconnection or when the call timer reaches the maximum time allowed by the Correctional Facility. (D)(N)
(N)
(N)
(N)

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 The minimum call duration for billing purposes is one minute.

3.2.4 After the minimum call duration, calls are rounded up to the next higher full minute for billing purposes.

3.2.5 Call attempts that are not completed or not accepted by the End User will not be billed. (T)

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.3 Securus' Institutional Automated Collect Operator Service (T)

Securus provides Institutional Automated Collect-Only Operator Service. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. (D)

3.3.1 Institutional automated collect calling service allows inmates to make collect calls to terminating locations anywhere permitted. An automated system prompts the caller and the called party through user-friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by Securus' system. (T)

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

3.3.2 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 Securus. (T)

B. At the request of the Institution, Securus 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, Securus may block Inmate access to "911", "411", or local operators reached through "0-" dialing.

D. At the request of the Institution, Securus may block Inmate access to specific telephone numbers.

E. Availability of Securus services may be restricted by the Institution to certain hours and/or days of the week. (T)
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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.3 Securus' Institutional Automated Collect Operator Service, Continued (T)

3.3.2 For services provided to Inmates of Institutions, the following special conditions apply (continued):

- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning Securus' services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration. (T)
- G.** At the request of the Institution, Securus 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.

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.4 Prepaid Institutional Calling Services

3.4.1 Prepaid Calling Cards and Debit Accounts

Where offered by the Confinement Facility, Inmates may either purchase a Prepaid Calling Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User. Prepaid Calling Cards and Debit Accounts provide an alternative method to make calls and are designed for those Inmates who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Calling Card or in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. On Prepaid Calling Card and Prepaid Debit Account calls, when the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement.

(D)

Prepaid Calling Card and Debit Account services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid Balances are not charged for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.4 Prepaid Institutional Calling Services, (Continued)

3.4.1 Prepaid Calling Cards and Debit Accounts, (Continued)

(A) Prepaid Calling Cards

The Confinement Facilities that offer the option of Prepaid Calling Cards may purchase Prepaid Calling Cards directly from the Company. Inmates then purchase the Cards from authorized personnel at the Confinement Facilities. The Company does not engage in direct monetary transactions with the Inmate. The Inmate may purchase a Prepaid Calling Card in denominations determined by the Confinement Facility. Prepaid Calling Cards are offered only to Inmates at Confinement Facilities and not to the general public. Prepaid Calling Cards are valid for one hundred eighty (180) days from the date of first usage. Unused Prepaid Balances may be used by the Inmate User or Authorized User following release from the Confinement Facility only through the Company's network by dialing a special toll free access number with automatically connects the call to the Company's network. Unused Prepaid Balances are not refundable nor may Prepaid Calling Cards be replenished upon the depletion of the Prepaid Balance. Inmates may purchase additional cards, as permitted by their Confinement Facility.

(B) Prepaid Debit Accounts

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjunction with release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.4 Prepaid Institutional Calling Services, (Continued)

3.4.2 AdvanceConnect Accounts

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities may set up an AdvanceConnect Account with the Company with an initial payment. The Account is set up with the initial payment and may be replenished by the End User. (D)

When the balance in an AdvanceConnect Account reaches ten dollars (\$10) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

3.4 Prepaid Institutional Calling Services, (Continued)

3.4.3 Securus Debit

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Securus Debit is a prepaid telephone account offering made available to Inmates by the Company when permitted by the Confinement Facility. Securus Debit provides an alternative method for Inmates to prepay for and make calls. A Securus Debit account associated with the Inmate's Personal Identification Number (PIN) is automatically established by the Company. Inmates fund and replenish their Securus Debit account through electing to transfer funds from either their facility's inmate trust fund or commissary account to their Securus Debit account. Securus Debit accounts may also be funded by inmate friends and family members via the Company's points-of-sale. Funds placed in this account become the property of the inmate.

Securus Debit calls are processed by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. Inmates must enter a valid Authorization Code to access their Securus Debit account. The Company's system automatically informs the Inmate of the prepaid balance remaining on the Securus Debit account prior to each call, provides prompts to place the call by entering the destination telephone number, and informs the Inmate of the rates for the call being attempted. Call charges are deducted from the prepaid account balance on a real-time basis as the call progresses. During a Securus Debit call, when the prepaid account balance is one minute prior to depletion, the Inmate will be interrupted with such an announcement.

(D)

Securus Debit services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid balances are not charged for incomplete calls.

Refunds of unused Securus Debit account balances are issued by the entity controlling the actual cash deposits, which is either the Company, the commissary, the Confinement Facility or its agent, depending on the specific arrangements, unless otherwise directed by state law. Depending on the entity issuing the refund, refund fees and/or minimum refund amounts may apply. The prepaid balance expires ninety (90) days from the date of the last call placed on the Securus Debit account unless alternative arrangements are expressly requested by the Confinement Facility. No refunds of unused balances will be issued after the expiration date.

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SECTION 3 - DESCRIPTION OF SERVICE, CONTINUED

Reserved for Future Use

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SECTION 4 - RATES

4.1 General

Each call is billed individually to the party responsible for the charges. The Called Party is billed based on their use of Securus' service. (T)

The charges for Securus services are determined by the:

- duration of the call
- class of call
- jurisdictional nature of the call (intra v. interLATA)

4.2 Reserved for Future Use

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(D)

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SECTION 4 - RATES, CONTINUED

4.3 Securus Institutional Automated Operator Service Rates

Pursuant to the Federal Communications Commission’s Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the “FCC 2021 Order”), the jurisdictional nature of an intrastate call depends exclusively on determining the physical location of the endpoints of the call being within the State of Rhode Island. To the extent that location data is not available, a call will be treated as jurisdictionally indeterminate and, therefore, subject to FCC jurisdiction. As a result, all call rates in this tariff are subject to the FCC’s jurisdiction and rules regarding ICS. Securus’ practices in connection with charging ICS call rates in connection with Inmate Calling Services complies with Federal Communications Commission Rule 47 CFR § 64.6030. Also pursuant to the FCC 2021 Order, any lower Rhode Island state ICS rate caps will also apply to any jurisdictionally indeterminate ICS call. If Securus segregates intrastate ICS from interstate ICS based on the physical location of the endpoints of an ICS call, then any other applicable Rhode Island state ICS rate caps will apply. The maximum ICS rates permitted by the FCC 2021 Order are set forth in the following table:

(N)

Type / Size of Facility	Maximum Rate Cap
Prison	\$0.14 per minute*
Jails with ADP of 1,000 or more	\$0.16 per minute*
Jails with ADP less than 1,000	\$0.21 per minute

* May include a Site Commission up to \$0.02 per minute pursuant to Securus’ contract with the applicable Correctional Facility.

(N)

Rhode Island Department of Corrections (RI DOC)

(N)

Collect/Prepaid Collect/Debit

Call Type	First Minute	Each Additional Minute
Local	\$0.029	\$0.029
Intralata/Intrastate	\$0.029	\$0.029
Interlata/Intrastate	\$0.029	\$0.029

4.4 Reserved for Future Use

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SECTION 4 - RATES, CONTINUED

4.5 Reserved for Future Use

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4.6 Rate Periods

Rate Periods: Time-of-Day

The following time of day periods apply to all rate schedules.

Day: Monday through Friday, 8:00 AM to 4:59 PM
Evening: Monday through Friday, 5:00 PM to 11:00 PM;
Night: 11:01 PM to 7:59 AM Monday through Friday
All day Saturday and Sunday

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SECTION 4 - RATES, CONTINUED

4.7 Reserved for Future Use

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