

May 24, 2000 Via Overnight

Ms. Blanco Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard

000640 - TC

210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com Tallahassee, Florida 32399-0870

Change of Name of Public Payphone U.S.A., Inc. to Public Communications Re: Services, Inc., ("PCS").

Dear Ms. Bayo:

The original and three (3) copies of a tariff revision filed on behalf of Public Payphone U.S.A., Inc. This filing changes the Company's fictitious name from Public Payphone U.S.A., Inc. to the fictitious name of Public Communications Services, Inc., ("PCS"). Also enclosed is documentation on the registration of the fictitious name with the Florida Secretary of State and labels for the headers of tariff pages not being revised with this filing. The Company respectfully requests an effective date of May 26, 2000 for this filing.

The following pages are included in this filing:

Changes Company Name First Revised Page 1 Updates Check Sheet Third Revised Page 2 Changes Company Name First Revised Page 6 Changes Company Name First Revised Page 7 Changes Company Name First Revised Page 9 Changes Company Name First Revised Page 14 First Revised Page 16 Changes Company Name Changes Company Name First Revised Page 18 Changes Company Name First Revised Page 20 First Revised Page 21 Changes Company Name First Revised Page 22 Changes Company Name Changes Company Name First Revised Page 24 First Revised Page 25 Changes Company Name Changes Company Name First Revised Page 28 Changes Company Name First Revised Page 30 First Revised Page 31 Changes Company Name First Revised Page 33 Changes Company Name

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

May 24, 2000 Ms. Blanco Bayo, Director page 2 of 2

Please acknowledge this filing by returning a date-stamped copy of this cover letter in the self-addressed, stamped envelope provided for this purpose. Any questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Monique Byrnes
Consultant to

Public Payphone U.S.A., Inc., d/b/a Public Communications Services, Inc.

MB/lk

cc: Tommie Joe, PCS

file: PCS - FL OSP tms: FLN0003

10 1 Page



May 23, 2000

PUBLIC COMMUNICATIONS SERVICES, INC. 11859 WILSHIRE BLVD., STE. 600 LOS ANGELES, CA 90025

Subject: PUBLIC COMMUNICATIONS SERVICES, INC.

REGISTRATION NUMBER: G00143900087

This will acknowledge the filing of the above fictitious name registration which was registered on May 23, 2000. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Reinstatement Section Division of Corporations

Letter No. 400A00029160

17.07 1 (r.#F)



Bepartment of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of PUBLIC COMMUNICATIONS SERVICES, INC., registered with the Department of State on May 23, 2000, as shown by the records of this office.

The Registration Number of this Fictitious Name is G00143900087.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of May, 2000



CR2EO22 (1-98)

Katherine Harris

Mulicrine Plarris Secretary of State

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3.	Florida County of principal place of business: Volusia County				
4,	FEI Number: 88-0290604				
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	Los Angeles, CA 90025				
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Specialized Common Carrier Service

Regulations and Rates

of

PUBLIC PAYPHONE U.S.A., INC., d/b/a

Commission, and copies may be inspected, during normal business hours, at the Company's main office located at 11859 Wilshire Boulevard, Suite 600, Los Angeles, CA 90025.

PUBLIC COMMUNICATIONS SERVICES, INC.	(1
This tariff includes the rates, charges, terms and conditions of service for the provision of	
switched interstate telecommunications services provided by Public Payphone U.S.A., Inc.,	(T
d/b/a Public Communications Services, Inc., ("PCS"). This tariff applies to services	Γ)
furnished within the State of Florida This tariff is on file with the Florida Public Service	_

Issued: May 25, 2000 Effective: May 26, 2000

Issued by:

Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

FLN0003

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision
ĭ	First Revised *	21	First Revised *
2	Third Revised *	22	First Revised *
3	Original	23	Original
4	Original	24	First Revised *
5	Original	25	First Revised *
6	First Revised *	26	Original
7	First Revised *	27	Original
8	Original	28	First Revised *
9	First Revised *	29	Original
10	Original	30	First Revised *
11	Original	31	First Revised *
12	Original	32	Original
13	Original	33	First Revised *
14	First Revised *	34	Second Revised
15	Original	35	Second Revised
16	First Revised *	36	Original
17	Original	37	Original
18	First Revised *		
19	Original		
20	First Revised *		

Issued: May 25, 2000 Effective: May 26, 2000

Issued by:

^{*} Indicates pages included with this filing.

SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a PCS designated switching center or point of presence.

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Aggregator - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with PCS for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this tariff.

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Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff.

Commission - Refers to the Florida Public Service Commission.

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

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

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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. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on a per call basis from Aggregator locations or through equipment provided by an Aggregator. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

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Joe Pekarovic, Vice President of Sales 11859 Wilshire Boulevard, Suite 600 Los Angeles, California 90025

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

Inmates - The confined population of Institutions.

Institutions - See Confinement Institution.

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

LEC - Local Exchange Company.

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

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

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

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

PCS - Used throughout this tariff to refer to Public Communications Services, Inc.

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Issued: May 25, 2000

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Public Communications Services, Inc.

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- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the State of Florida. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3 PCS arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. PCS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the PCS network. The Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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2.6 Responsibilities of the Subscriber or Customer

- 2.6.1 The Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:
 - The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Subscriber.
 - 2) If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
 - 3) The Subscriber is responsible for arranging access to its premises at times acceptable to the Company when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of PCS's services.
 - 4) The Subscriber shall ensure that any Subscriber provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
 - 5) The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or others, by improper use of the services, or by use of equipment provided by the Subscriber or others.
 - 6) The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
 - 7) The Subscriber is responsible for establishing its identity as often as necessary during the course of a call.
 - 8) The Subscriber is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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Los Angeles, California 90025

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment For Service (Cont'd)

2.7.4 Taxes

PCS reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

2.7.5 Late Payment Fees

For services billed directly by the Company, PCS reserves the right to assess a late payment fee of 1.5% per month on any past due balance. For service billed on behalf of the Company, any applicable late payment fees will be assessed according to the terms and conditions of the Company's billing agent.

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Joe Pekarovic, Vice President of Sales 11859 Wilshire Boulevard, Suite 600 Los Angeles, California 90025

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2.7 Billing and Payment For Service (Cont'd)

2.7.8 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 limit. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

Service 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 telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8 Deposits

The Company does not require deposits.

2.9 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, PCS 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.

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Joe Pekarovic, Vice President of Sales 11859 Wilshire Boulevard, Suite 600 Los Angeles, California 90025 **(T)**

2.11 Cancellation or Termination of Service

2.11.1 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) business days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until twenty (20) days from the closing date printed on the Customer's bill.
- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Subscriber shall be given five (5) days notice to comply with any rule or remedy any deficiency:
 - 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - For neglect or refusal to provide reasonable access to PCS or its agents for the purpose of inspection and maintenance of equipment owned by PCS or its agents.

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2.11 Cancellation or Termination of Service (Cont'd)

2.11.1 Continued

- B) Continued
 - 4) For noncompliance with or violation of Commission regulation or PCS's rules and regulations on file with the Commission.
 - 5) Without notice in the event of Subscriber use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
 - 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
 - Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, PCS may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

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Los Angeles, California 90025

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Interconnection

Service furnished by PCS may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.13 Subscriber Provided Equipment

- 2.13.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of PCS's service.
- 2.13.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense, subject to prior Subscriber approval of the equipment expense.

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Issued by:

Joe Pekarovic, Vice President of Sales 11859 Wilshire Boulevard, Suite 600 Los Angeles, California 90025

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

PCS provides operator assisted calling services for communications originating and terminating within the State of Florida. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this tariff, intrastate service is offered in conjunction with interstate service.

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Customers reselling or rebilling telecommunications PCS's services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

In addition, the Company offers automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. 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.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 Timing of Calls

- 3.3.1 Billing for calls placed over the PCS network is based in part on the duration of the call as follows, unless otherwise specified in this tariff.
- 3.3.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.3.3 Chargeable time for each call ends when one of the parties disconnects from the call.
- 3.3.4 Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is one (1) minute.
- 3.3.5 Unless otherwise specified in this tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.3.6 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 SERVICES (CONT'D)

3.6 Operator Assisted Calling

PCS's Long Distance Operator Assisted Calling is available for use by transient end users served from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

3.6.1 Operator Service Call Types

- A) <u>Customer Dialed Calling/Credit Card Call</u> This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B) Operator Dialed Calling/Credit Card Call This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C) Operator Station These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D) Person-to-Person This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.7 Institutional Operator Assisted Calling

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

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

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

- a. Calls to "900", "976" or other pay-per-call services are blocked by PCS.
- b. At the request of the Institution, PCS may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, PCS may block Inmate access to specific telephone (T) numbers.
- e. Availability of PCS's 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 SERVICES (CONT'D)

3.7 Institutional Operator Assisted Calling, (Cont'd)

- f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning PCS's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g. At the request of the Institution, PCS may impose time limits on local and long distance calls placed using its services. (T)
- 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 4 - RATES (CONT'D)

4.1 Exemptions and Special Rates (Cont'd)

4.1.3 Directory Assistance Exemptions

Directory Assistance is not provided by the company.

4.1.4 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. PCS will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

(T)

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