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May 21, 2014

Docket Control  
Arizona Corporation Commission  
1200 West Washington St.  
Phoenix, AZ 85007

ORIGINAL

AZ CORP COMMISSION  
DOCKET CONTROL

2014 MAY 21 PM 2:36

RECEIVED

Re: CenturyLink Public Communications Inc  
Docket No. T-03555A-14-0142  
Amended Tariff Filing

Dear Sir or Madam:

Please find enclosed an original and thirteen copies of revisions to the proposed Institutional Telecommunications Tariff, issued on behalf of CenturyLink Public Communications, Inc. d/b/a CenturyLink. These revisions replace in entirety the tariff pages originally submitted by me on behalf of CenturyLink via correspondence dated April 11, 2014 and docketed on April 25, 2014.

Per discussions between Mr. Reed Peterson of CenturyLink and members of the ACC Staff, the proposed tariff has been revised to include maximum rates for all rate elements, clarify statements in Sections 2.8 and 3.4.1, and change the proposed effective date to June 12, 2014.

If you have questions or need additional information regarding this filing, you may call Mr. Reed Peterson at 602-630-8221.

Sincerely,

Darlene N. Terry

Attachments

AZ 14-01R

Arizona Corporation Commission  
DOCKETED

MAY 21 2014

DOCKETED BY

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**INSTITUTIONAL TELECOMMUNICATIONS TARIFF**

**CENTURYLINK PUBLIC COMMUNICATIONS, INC.  
d/b/a CenturyLink**

**Arizona  
TITLE SHEET**

**Original Page 1**

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**INSTITUTIONAL TELECOMMUNICATIONS TARIFF**

**of**

**CenturyLink Public Communications, Inc.**

containing the terms and conditions, service descriptions, rates and fees  
applicable to Inmate Communication Services  
provided by  
CenturyLink Public Communications, Inc. d/b/a CenturyLink ("the Company").

This tariff is on file with the Arizona Corporation Commission ("Commission"),  
and copies may be inspected at [www.CenturyLink.com/tariffs](http://www.CenturyLink.com/tariffs).

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**ISSUED:  
APRIL 14, 2014**

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**EFFECTIVE:  
JUNE 12, 2014**

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**Original Page 2**

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**CHECK SHEET**

The pages in this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below contain all changes from the original Tariff pages that are in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
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**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a change in regulation.
- (D) To signify a deletion.
- (I) To signify a rate increase.
- (M) To signify text moved from another location.
- (N) To signify a new rate or regulation.
- (R) To signify a rate reduction.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**SECTION 1 - DEFINITIONS**

**Called Party** – Inmate friends, family members, attorneys, or other parties receiving calls from Inmates confined at Facilities served by the Company.

**Collect Call** – A call using the ITS that is paid for by the Called Party through a postpaid billing arrangement, either through placement on a LEC bill or through a direct billing arrangement with the Called Party.

**Debit Account** – A pre-paid account used by Inmates to pay for secure calls to Called Parties.

**Debit Call** – A call using the ITS that is paid for by the Inmate through a pre-paid arrangement.

**End User** – The party responsible for paying for Inmate Communications Services provided by the Company, in compliance with the Company's tariff.

**Facility** - Refer to prisons, jails, penal facilities or other confinement/detention facilities which contract with the Company for service for use by their Inmate population.

**Inmates** - The confined population of confinement Facilities.

**Inmate Communications Services (ICS)** – Secure communications services between Inmates and Called Parties originating from a Facility and terminating within the state of Arizona, provided pursuant to a contractual agreement between the Company and a Facility.

**Inmate Telephone System (ITS)** – A secure telephone system provided by the Company to a Facility allowing controlled telephone communications between Inmates and Called Parties, pursuant to the rules established by the Facility.

**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.

**Prepaid Account** – Debit and Prepaid Collect Accounts, collectively

**Prepaid Collect Account** – A pre-paid account used by Called Parties to pay for and receive secure calls from Inmates.

**Prepaid Collect Call** – A call using the ITS that is paid for by the Called Party using a Prepaid Collect Account.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish secure Inmate Communications Services originating at Facilities and terminating within the state of Arizona. Company's services are available 24 hours per day, 7 days per week, 365 days per year.
- 2.1.2 The Company provides a turnkey service for Inmate Communications Services, including communications lines, equipment maintenance, and billing services to End Users.
- 2.1.3 The Company or its affiliates are responsible only for services described in this tariff and provided to Facilities pursuant to a contractual relationship with a Facility.

**2.2 Limitations**

- 2.2.1 The Company provides calling services to Inmates of Facilities.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service 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 its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 Service may otherwise be limited at the request of the Facility's administration or by rules of the Commission to decrease fraud and maintain security and control over the Inmate population.

**2.3 Liability of the Company**

- 2.3.1 *Force Majeure.* 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 (including services and facilities involved in emergency calling activity) 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.

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**SECTION 2 – RULES AND REGULATIONS**

**2.3 Liability of the Company (Continued)**

- 2.3.2 *Indemnification.* The Company shall not be liable for, and shall be fully indemnified and held harmless by End User, customer, and subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising 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 Facility or End User; 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 caused by negligence of the Company.
- 2.3.3 *Damage to Facility.* The Company shall not be liable for any defacement of or damages to the premises of a Facility resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.3.4 *Independent provider.* Services 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.
- 2.3.5 *Limitation of Liability.* Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff shall not exceed an amount equivalent to the prorate charge to the End User for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

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**SECTION 2 – RULES AND REGULATIONS**

**2.4 Taxes**

For Collect calls billed by the LEC, state and local taxes are listed separately and are not included in quoted rates. For Prepaid Accounts, applicable taxes are not included in quoted rates but are available upon request and, with online purchases, displayed if selected. For Debit Accounts, taxes are not known at the time of purchase since call destinations are not known. Taxes include state sales and use, county, municipal, utility and/or license taxes which vary.

**2.5 Payment for Service**

2.5.1 *Responsibility.* The End User is responsible for payment of all charges for services furnished to the End User by the Company. All charges due from the End User are payable to the Company or to any agency duly authorized to receive such payments (such as a LEC).

2.5.2 *Disputed Charges.* Charges billed directly by the Company are due upon receipt. Amounts not paid within twenty (20) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the End User of a dispute as to charges must be received by the Company within thirty (30) days after the date due. Otherwise, all charges will be considered correct and binding.

For charges billed through a LEC, notice from the Customer of disputed charges must be received by the Company within sixty (60) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer. Disputed charges are also subject to LEC-established billing policies.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's charges shall be made to the extent that circumstances exist which reasonably indicate that such adjustments are appropriate.

Contact information for customer inquiries will be displayed on the Company's website at [www.epsicare.com](http://www.epsicare.com). A toll-free inquiry line will also be displayed in End User bills, including LEC bills, direct bills, and credit/debit card statements when paying for Prepaid Collect service using a credit or debit card.

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**SECTION 2 – RULES AND REGULATIONS**

**2.5 Payment for Service (Continued)**

2.5.3 *Credit Verification.* The Company reserves the right to validate the creditworthiness of Called Party End Users 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 require the customer to establish a Prepaid account, and in accordance with contractual agreements with Facilities.

The Company may request that the 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.

2.5.4 *Returned Checks.* The Company reserves the right to assess a return check charge of \$15.00 for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Arizona law and regulations.

2.5.5 *Late Payment Fees.* The Company reserves the right to assess a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower, on any past due balance.

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**SECTION 2 – RULES AND REGULATIONS**

**2.6 Discontinuation of Service**

2.6.1 The Company may discontinue service with proper notice to an End User for any of the following reasons:

- a) Failure of End User to pay for service when due
- b) Failure of End User to make proper application for service
- c) Violation by End User of any Company rules on file with the Commission
- d) Violation of applicable Facility policy by End User
- e) Fraudulent use of the ITS by the End User
- f) When necessary for the Company to comply with applicable laws or regulations.

2.6.2 The Company may discontinue service with proper notice to a Facility for any of the following reasons:

- a) Failure of Facility to provide adequate access to its premises in order to provide service
- b) Facility's breach of contract for services provided by Company
- c) In the event the Company determines that Facility's premises impose undue physical risk to Company representatives
- d) If Facility does not provide adequate interfaces with systems to ensure security of ITS communications
- e) When necessary for the Company to comply with applicable laws or regulations.

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**SECTION 2 – RULES AND REGULATIONS**

**2.7 Call Restrictions**

Calling restrictions may be imposed by the Facility. Calls to 911, directory assistance, 0+/0-, 700, 800, 900, 976, 950, 10xxx, third number billed, credit card, and local direct will be blocked by the ITS. The Facility may block additional calls according to its security policies and may require that calls only be placed to pre-approved numbers.

**2.8 Contractual Offerings**

The Company may negotiate with prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, not to exceed the maximum rates in this tariff. The Company shall file with the Commission, upon request, any contract or memorandum of understanding which will include the rates, charges, practices, rules or regulations applicable to the service.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.1 General**

The Company provides secure Inmate services for communications originating and terminating within the State of Arizona. 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.

End Users are charged individually for each call placed through the Company's network. Charges may vary by service offering, class of call, and/or call duration.

Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. A per-call service charge applies to each call. The Company's Inmate Communications Services allow Inmates to make calls to terminating locations anywhere within the state. An automated system prompts the caller and the called party through intuitive instructions.

The Called Party must positively accept the call 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 the Company-provided ITS.

Use of the Company's Inmate Communications Services is subject to the rules and regulations of the Commission and the Facility's administrative restrictions.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.2 Timing of Calls**

- 3.2.1 Long distance usage charges are based on the actual usage of ICS's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party or by the Company, as applicable.
- 3.2.3 The minimum call duration and initial period for billing purposes is one (1) minute.
- 3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.
- 3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call.
- 3.2.6 The Company will terminate a call if the Called Party does not accept responsibility for the charges, if either party misuses the service or if the call times out based on parameters established by the Facility.

**3.3 Collect / Post-Paid Services**

Collect Services are the traditional method of billing for Inmate Communications Services, either through billing by the LEC or through a separate bill remitted directly to the Called Party paying for the call.

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## INSTITUTIONAL TELECOMMUNICATIONS TARIFF

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### SECTION 3 – DESCRIPTION OF SERVICE

#### 3.4 Prepaid Services

Prepaid Inmate Communications Services provide alternative payment arrangements for Inmates in confinement institutions. This service is designed to offer a calling alternative for the following circumstances:

- Called parties who utilize the services of LECs that do not offer third party billing of collect calls
- Called parties whose credit history is inadequate to receive collect calls
- Called parties whose usage exceeds credit limits established for the institution.
- Inmates who wish to utilize their commissary funds for call placement; and
- Called parties who wish to budget their monthly expense for collect calls.

Two options are available with Prepaid Institutional Calling Services. The first option, Debit, allows the Inmate (via the Facility personnel) to set up his/her own account/card at the Facility; the second option, Prepaid Collect, allows the Called Party who receives collect calls from Inmates to set up his/her own prepaid account.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an Inmate may be subject to time of day and usage restrictions imposed by individual Facilities.

#### 3.4.1 Option A: Debit Service

With a Debit Card or Debit Account (collectively referred to as "Debit"), the Inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the Inmate's commissary or trust account. This is accomplished by facility personnel or through a direct interface between the commissary/trust system and the ITS. 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 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 Facility. The Company receives payment from the Facility; it does not engage in direct monetary transactions with the Inmate. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Facility.

The Company's ITS automatically informs the caller of the available usage balance remaining in the Prepaid 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.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.4 Prepaid Services (Continued)**

**3.4.1 Option A: Debit Service (Continued)**

Available balances in the Debit Card or Debit Account are refundable, either through an interface to the Facility's inmate banking system, which includes an automated balance transfer upon release, or by request of the Inmate (typically after release). The available usage balance expires six months from the date of release.

Network usage for a Debit call is deducted from the available usage balance in full minute increments. 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 penny on a per call basis.

**3.4.2 Option B: Prepaid Collect Service**

Prepaid Collect service is available for Called Parties who choose to pay for services through a prepaid arrangement. A Prepaid Collect account is set up by the Company for the Called Party. If the payment into the account is provided via the Called Party's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. The Company does not engage in direct monetary transactions with the Inmate.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.4 Prepaid Services (Continued)**

**3.4.2 Option B: Prepaid Collect Service (Continued)**

The Company's ITS automatically informs the account holder of the available usage balance remaining in the Prepaid Collect account prior to acceptance of the call. Network usage is deducted from the balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Payments for Prepaid Collect accounts and any available usage balance are refundable upon request, typically after release of the inmate from the Facility. The available usage balance expires six months from the date the last call is made on the Debit or Prepaid Collect account.

Initial or additional deposits to Prepaid Collect accounts may be made through selected retail outlets with which the Company may contract to receive Customer payments, or through Western Union, commercial credit card, debit card or e-checks. There is no minimum funding amount. Network usage for Prepaid Institutional Calls is deducted from the available usage balance in full minute increments. 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 penny on a per call basis.

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**SECTION 4 – RATES AND FEES**

**4.1 Institutional Calling Rates**

The following rates apply to outbound collect calls placed by Inmates using the Company's ITS. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

<b>4.1.1 Institutional Collect Calling Rates</b>	<b><u>Maximum Rate</u></b>	<b><u>Current Rate</u></b>
Local Usage Charge, Per Call:	\$0.58	\$0.50
Local Service Charge, Per Call:	\$4.50	\$1.50
IntraLATA Usage Charge, Per Minute:	\$0.58	\$0.30
IntraLATA Service Charge, Per Call:	\$4.50	\$3.00
InterLATA Usage Charge, Per Minute:	\$0.58	\$0.30
InterLATA Service Charge, Per Call:	\$4.50	\$3.00
<b>4.1.2 Institutional Prepaid Collect Calling Rates</b>		
Local Usage Charge, Per Call:	\$0.58	\$0.50
Local Service Charge, Per Call:	\$4.50	\$1.50
IntraLATA Usage Charge, Per Minute:	\$0.58	\$0.30
IntraLATA Service Charge, Per Call:	\$4.50	\$2.50
InterLATA Usage Charge, Per Minute:	\$0.58	\$0.30
InterLATA Service Charge, Per Call:	\$4.50	\$2.50

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**EFFECTIVE:**  
**JUNE 12, 2014**

AZ 14-01

INSTITUTIONAL TELECOMMUNICATIONS TARIFF

CENTURYLINK PUBLIC COMMUNICATIONS, INC.  
d/b/a CenturyLink

Arizona

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**SECTION 4 – RATES AND FEES**

**4.1 Institutional Calling Rates (Continued)**

<b>4.1.3 Institutional Debit Calling Rates</b>	<b><u>Maximum Rate</u></b>	<b><u>Current Rate</u></b>
Local Usage Charge, Per Call:	\$0.58	\$0.50
Local Service Charge, Per Call:	\$4.50	\$1.50
IntraLATA Usage Charge, Per Minute:	\$0.58	\$0.30
IntraLATA Service Charge, Per Call:	\$4.50	\$2.50
InterLATA Usage Charge, Per Minute:	\$0.58	\$0.30
InterLATA Service Charge, Per Call:	\$4.50	\$2.50

**4.2 Miscellaneous Charges**

The Company may assess certain fees in order to offset internal and third-party costs to provide certain services, including voice biometrics and certain billing services. The fees below are stated on an "up to" basis; all calling rates and miscellaneous charges are governed by contracts with facilities served by the Company.

**4.2.1 Voice Biometric Fee**

Voice biometric technology is offered by the Company as an optional feature within its ITS that may be provided on a per call or per-minute basis. This technology provides verification of an Inmate's personal identification number to improve security and risk of fraud by Inmates. Where voice biometrics are installed, this charge may apply in addition to those charges specified in this tariff:

Voice biometric fee

<b><u>Maximum Rate</u></b>	<b><u>Current Rate</u></b>
\$0.25 per call <u>or</u> \$0.02 per minute	\$0.25 per call <u>or</u> \$0.02 per minute

**ISSUED:**  
**APRIL 14, 2014**

**Darlene Terry**  
**Manager-Tariffs**  
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**SECTION 4 – RATES AND FEES**

**4.2 Miscellaneous Charges (Continued)**

**4.2.2 Bill Statement Fee for Collect Accounts**

In order to partially offset increased expenses associated with billing calls via local exchange carriers, the Company reserves the right to apply a bill statement fee in each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier or directly billed to the end user. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed. This fee does not apply to prepaid services.

	<u>Maximum Rate</u>	<u>Current Rate</u>
Bill Statement Fee, per month where applicable	\$3.00	\$2.49

**4.2.3 Transaction Fees for Prepaid Accounts**

As a convenience, the Company accepts various methods of payment for funding Prepaid Accounts as described in section 3.4. For funding of Prepaid Accounts by Called Parties, processing fees up to the amounts listed below may be charged in order to partially offset costs. These fees are separate from charges assessed by credit card companies to cardholders, or other payment vendors used by the End User.

	<u>Maximum Rate</u>	<u>Current Rate</u>
Payments on-line using credit or debit card	\$7.95	\$7.95
Payments by phone using credit or debit card	\$7.95	\$7.95
Prepaid Account refunds	\$2.99	\$2.99

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