

**Reliance Telephone of Grand Forks, Inc.**

**Telephone Tariff**

**Filed with the Iowa Utilities Board**

**Original Sheet No. 1**

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**TITLE SHEET**

**INSTITUTIONAL TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for inmate telecommunications services and coin operated services provided by **Reliance Telephone of Grand Forks Inc...** with principal offices at 1533 South 42<sup>nd</sup> Street, Grand Forks, ND 58201. This tariff applies to services furnished within the State of Iowa to confinement facilities (jails, prisons, detention centers as well as other correctional facilities).

This tariff is on file with the Iowa Public Service Commission and copies may be inspected, during normal business hours, at the **Reliance Telephone of Grand Forks Inc...** principal place of business.

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ISSUED: March 21, 2019  
Issued by: Dave Hangsleben, President  
1533 South 42<sup>nd</sup> Street  
Grand Forks, ND 58201

EFFECTIVE: June 20, 2016

**Reliance Telephone of Grand Forks, Inc.**

**Telephone Tariff**

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**Original Sheet No. 2**

**CHECK SHEET**

Sheets 1 through 14 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 page

<b><u>SHEET</u></b>	<b><u>REVISION</u></b>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original

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**SYMBOLS**

With respect to future tariff changes, the following are the only symbols used for the purposes indicated below:

C - To Signify changed regulation

D - Delete or discontinue

I - Change resulting in an increase to a rate

M - Moved from another tariff location

N - New

R - Change resulting in a reduction to a rate

S - Matter appearing elsewhere or repeated for clarification

T - Change in text but no change to rate or charge

V - Signifies vintage tariff

Z - Correction

**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect a decimal is added. . For example, a new sheet added between sheets 9 and 10 would be 9. 1
- B. Sheet Revision - Sheet numbers also appear in the upper right hand corner of each sheet where applicable. These numbers are used to determine the most current sheet version on file with the Iowa Utilities Board (hereinafter IUB). For example, the 4th revised Sheet 9 cancels the 3rd revised Sheet 9. Consult the latest 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.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff made with the IUB, an updated check sheet is included. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format. etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the IUB.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

The following terms and abbreviations have the defined meaning as used in the tariff when they, are capitalized.

- 1.1. ACCESS LINE - A telephone line provided by the LEC to the Company that connects the Reliance Telephone of Grand Forks Inc... Inmate Telephone System in a Correctional Facility with the switched public network through the facilities of the LEC.
- 1.2. COMPANY - Reliance Telephone of Grand Forks Inc...
- 1.3. CORRECTIONAL FACILITY - A place of detention for individuals who are under criminal investigation arrest pending trial or incarcerated post-conviction. These facilities may be owned and operated by a city, county, or state government or be under a management contract with a private firm.
- 1.4. CUSTOMER - The individual firm or corporation or other entity that receives and agrees to pay for telecommunication services from the Company; specifically the entity accepting a collect call from a Correctional Facility.
- 1.5. HOLIDAY - The Company recognizes as Holidays for rate purposes the following; New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.6. INMATE - An individual who is detained in a Correctional Facility.
- 1.7. INMATE PHONE Service - The provision by the Company of its' Inmate Telephone System for use of Inmates at Correctional Facilities. as further described in tariff Section 3.1.
- 1.8. INMATE TELEPHONE SYSTEM - A telephone instrument or auxiliary system for the use of Inmates to make outbound only collect calls from Correctional facilities with the fractures described in tariff Section 3.1.
- 1.9. LEC - Local Exchange Company is the utility providing local service to the immediate area of a Correctional Facility.
- 2.0. PREPAID BALANCE – A balance that is established with an initial payment by an Inmate User or Authorized User for Prepaid Services. Charge are deducted form the Prepaid Balance on a per minute, real time basis.
  - 2.1. PREPAID CARD – A card issued by the company which provides the Inmate User or Authorized User with a Prepaid Balance, and an Authorized code and instructions for accessing the Company's services. The Inmate User or Authorized user purchases usage on a set prepaid basis.
  - 2.2. PREPAID SERVICE – A service whereby the Inmate User or Authorized User accepts responsibility for payment of the charges for use of the Company's service.

**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of Reliance Telephone of Grand Forks Inc...

- 2.1.1 Inmate Phone Service is provided under this tariff only to Correctional Facilities within the State of Iowa.
- 2.1.2 The Company provides Inmate Phone Service under a contractual arrangement with the facility or governing entity.
- 2.1.3 The Company orders and is responsible to pay for telephone Access Lines from the LEC in the immediate area of the Correctional Facility.
- 2.1.4 The Company Resells both intraLATA and interLATA services to the Customers at rates under this tariff which include Operator Service Charges for collect, station to station, person to person and local calls.
- 2.1.5 The Company's service is available on a twenty-four hour seven days per week basis, unless otherwise directed by Correctional Facility.
- 2.1.6 The Company may also place coin-operated phones at public or private businesses or facilities.

2.2 Limitations

- 2.2.1 Service is offered subject the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control or when the customer is using service in violation of law or provisions of this tariff.
- 2.2.3 All facilities and services provided under this tariff are controlled by the Company may not be transferred or assigned to or by any party other than the Company without its express written consent Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Any new transferee or assignee shall be bound by this tariff.

2.3 Liabilities of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage (including indirect special or consequential) arising out of mistakes interruptions, omissions delays, errors or defects in providing service or transmission, when such are caused by some other person or entity, or by events and causes beyond the Company's reasonable control.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.3 Liabilities of the Company (cont'd)

2.3.1 The Company's liability for any claims, loss, expense or damage (including indirect special or consequential) arising out of mistakes interruptions, omissions delays, errors or defects in providing service or transmissions, not caused by the willful misconduct of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults may occur.

2.3.2 The Company shall be indemnified and held harmless by the Customer, Inmate and Correctional Facility against claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the transmission of material, data, information, or other content transmitted over the Company's facilities.

2.3.3 The Company shall to indemnified and held harmless by the Customer, Inmate and Correctional Facility against all other claims rising out of any act or omission of any of them in connection with any service or facility provided by the Company.

2.4 Interruption of Service

It is the obligation of the Correctional Facility to notify the Company immediately of any interruption in service of which it is aware. Before giving such notice, the Correctional Facility shall ascertain that the trouble is not being caused by any action or emission of the facility within its control, or that it is not caused by any wiring equipment which has been furnished by the facility and connected to the Inmate telephone System.

2.5 Restoration of Service

During emergencies, the use and restoration of service shall be in accordance with the priority system in place by the LEC.

2.6 Deposits

The Company does not require deposits in connection with the furnishing of service

2.7 Advance Payments

The Company does not require advance payments in connection with the furnishing of the service.

2.8 Taxes

All federal, state and local taxes (i.e., gross receipts tax, sales tax municipal utilities tax, etc.) are listed as separate line items in the billing statement and are not included in the quoted items.



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.9 Cancellation of Service

2.9.1 Without incurring liability, the Company may immediately discontinue service or cancel an application for service by 7 days written notice to the Correctional Facility under the following circumstances:

- 2.9.1.A A Nonpayment of any sum due to the Company by a Customer for more than 30 days after the Company issues a bill for the amount due from a Customer but only after at least 7 days written notice by the Company to the customer;
- 2.9.1.B Any detected fraudulent calling activity on the Reliance Telephone of Grand Forks Inc.. Inmate Telephone System or otherwise over the Access Lines;
- 2.9.1.C Violation of any of the provisions governing the furnishing of service under this tariff;
- 2.9.1.D Violation of any law, rule, regulation or policy of any government authority having jurisdiction over service; or
- 2.9.1.E By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing service.

2.10 Cancellation of Service by Correctional Facility

Cancellation of Service by the Correctional Facility shall be governed by the terms of the contract between the Company and the Correctional Facility.

2.11 Returned Check Charge

The Company imposes a \$20.00 charge on each check received from a Customer, which is returned by the bank.

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2.12 Disputed Charges

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

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill issued. Otherwise all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made as determined necessary.

If dissatisfied with the Company's resolution of a complaint, individuals may contact the Iowa Utilities Board for final resolution. The Board's address and phone number are:

Iowa Utilities Board  
350 Maple Street  
Des Moines, Iowa 50319  
(515) 281-3839 or (877) 565-4450

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Inmate Telephone Service – General

Service is offered of correctional institutions in the state of Iowa. The Company service provides automated operator assisted calling for collect calls. The called parties must accept responsibility for payment of charges.

- 3.1.1 The Company purchases and installs all equipment supplies. Materials and other components of the Inmate Telephone System.
- 3.1.2 Inmate telephones are generally not available for use by the public.
- 3.1.3 The Inmate Telephone System has the following calling characteristics which define the services, provided:
  - 3.1.3.A Outbound only calls
  - 3.1.3.B Direct prepayment services are allowed to a customer.
  - 3.1.3.C The telephone or auxiliary system announces to the intended receiving Customer that a collect call is being made from Correctional Facility or Inmate and announces the charges for the call and provides a positive means of accepting or rejecting such calls.
  - 3.1.3.D For accepted calls the telephone creates a billing record, which includes the originating and terminating phone number, the date and time of day, and the length of call. The Company does not bill for uncompleted calls or attempts.
  - 3.1.3.E The calls are then priced according to this tariff by the Company's central computer. Customers can establish a direct prepayment account with Reliance Telephone of Grand Forks Inc..
  - 3.1.3.F Designated telephone numbers may be automatically blocked to preclude inmate calls to these numbers.
  - 3.1.3.G One main emergency cut off switch and individual cut off switches for each telephone are installed.
  - 3.1.3.H The Inmate Telephone System has auxiliary power to allow it to operate during power failure.

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**SECTION 3 - DESCRIPTION OF SERVICE (cont'd)**

- 3.1.3.I Dual computer capability records the information to process and bill each call. Usage charges begin once the called party accepts the call. The Company does not bill for uncompleted calls or attempts.
- 3.1.3.J A call-monitoring feature can be provided.
- 3.1.3.K The length of calls and hours of availability may be limited by the Correctional Facility. The caller receives a warning tone 60 seconds prior to being disconnected.

**SECTION 3 - DESCRIPTION OF SERVICE (cont'd)**

3.1.3.M. Prepaid cards are provided at some Correctional Facilities as an alternate method to collect calls. Calls are made by dialing either a toll-free access number or other access dialing sequence. A valid Authorization Code must be entered to access the account. The Inmate may purchase the prepaid card in denominations determined by the Correctional Facility and are only available at Correctional Facilities and not the general public. The Balance on the card is provided to the user each time he uses the card. Applicable state taxes and fees are included in the rates and charges for the call. Prepaid cards are not charged for incomplete calls. The cards are not distance sensitive and calls are rounded up to nearest whole minute. Unlike direct prepayment, prepaid service is not billed against future payment, as all service is available for immediate usage.

Timing of Calls

- 3.2.1 Long distance usage charges are based on actual usage of the Company's network. Timing of the call begins when the called party accepts the charges for the call.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 The minimum call duration and initial period for billing purposes is one 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 charges for the call (calls are terminated upon the called party's refusal to accept responsibility for charges.)

**SECTION 4 – RATES**

4.1 Rates: CORRECTIONAL

**Local Direct Billed**

<b><u>Day</u></b>	<b><u>Evening</u></b>	<b><u>Night/Weekend</u></b>
\$0.25 per minute	\$0.25 per minute	\$0.25 per minute

**Intrastate Direct Billed**

<b><u>Day</u></b>	<b><u>Evening</u></b>	<b><u>Night/Weekend</u></b>
\$0.40 per minute	\$0.40 per minute	\$0.40 per minute

4.2 Prepaid Card Rate

<b><u>Plan A:</u></b>	Per minute usage charge	\$0.50
<b><u>Plan B:</u></b>	Per minute usage charge	\$0.40

**SECTION 4 – RATES (Cont'd)**

**4.3 Ancillary Service Charges**

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

Automated Payment Fees                      \$3.00

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

Live Agent Fee                                      \$5.95

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

Paper Bill / Statement Fees                      \$2.00