



**POLICY STATEMENT**  
Commonwealth of Pennsylvania • Department of Corrections

<b>Policy Subject:</b> <b>Inmate Cable Television Service</b>		<b>Policy Number:</b> <b>DC-ADM 002</b>
<b>Date of Issue:</b> <b>July 20, 2009</b>	<b>Authority:</b> <b>Signature on File</b> <b>Jeffrey A. Beard, Ph.D.</b>	<b>Effective Date:</b> <b>July 27, 2009</b>

**I. AUTHORITY**

The Authority of the Secretary of Corrections to direct the operation of the Department of Corrections is established by Sections 201, 206, 506, and 901-B of the Administrative Code of 1929, 71 P.S. §§61, 66, 186, and 310-1, Act of April 9, 1929, P.L. 177, No. 175, as amended.

**II. APPLICABILITY**

This policy is applicable to all facilities operated under the jurisdiction of, or conducting business with the Department of Corrections.

**III. POLICY**

It is the policy of the Department to provide general population and certain administrative custody status inmates the opportunity to purchase cable television service from the cable service provider. In order to provide consistency in programming and cost for cable television services, premium channels shall not be permitted.

**IV. PROCEDURES**

All applicable procedures are contained in the procedures manual that accompanies this policy document.

## V. SUSPENSION DURING AN EMERGENCY

In an emergency or extended disruption of normal facility operation, the Secretary/designee may suspend any provision or section of this policy for a specific period.

## VI. RIGHTS UNDER THIS POLICY

This policy does not create rights in any person nor should it be interpreted or applied in such a manner as to abridge the rights of any individual. This policy should be interpreted to have sufficient flexibility to be consistent with law and to permit the accomplishment of the purpose(s) of the policies of the Department of Corrections.

## VII. RELEASE OF INFORMATION AND DISSEMINATION OF POLICY

### A. Release of Information

#### 1. Policy

This policy document is public information and may be released upon request.

#### 2. Confidential Procedures (if applicable)

Confidential procedures for this document, if any, are not public information and may not be released in its entirety or in part, without the approval of the Secretary of Corrections/designee. Confidential procedures may be released to any Department of Corrections employee on an as needed basis.

### B. Distribution of Policy

#### 1. General Distribution

The Department of Corrections' policy and procedures shall be distributed to the members of the Central Office Executive Staff, all Facility Managers, and Community Corrections Regional Directors on a routine basis. Distribution of confidential procedures to other individuals and/or agencies is subject to the approval of the Secretary of Corrections/designee.

#### 2. Distribution to Staff

It is the responsibility of those individuals receiving policies and procedures, as indicated in the "General Distribution" section above, to ensure that each employee expected or required to perform the necessary procedures/duties is issued a copy of the policy and procedures either in hard copy or via email, whichever is most appropriate.

## **VIII. SUPERSEDED POLICY AND CROSS REFERENCE**

### **A. Superseded Policy**

#### 1. Department Policy

DC-ADM 002, Inmate Cable Television Service Policy, issued February 2, 2005, by Secretary Jeffrey A. Beard, Ph.D.

#### 2. Facility Policy and Procedures

This document supersedes all facility policy and procedures on this subject.

### **B. Cross Reference(s)**

#### 1. Administrative Manuals

DC-ADM 801, Inmate Discipline

#### 2. ACA Standards

a. Administration of Correctional Agencies: None

b. Adult Correctional Institutions: None

c. Adult Community Residential Services: None

d. Correctional Training Academies: None



**PROCEDURES MANUAL**  
Commonwealth of Pennsylvania • Department of Corrections

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Jeffrey A. Beard, Ph.D.**

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Release of Information:

**Policy Document:** This policy document is public information and may be released upon request.

**Procedures Manual:** The procedures manual for this policy may be released in its entirety or in part, with the prior approval of the Secretary/designee. Unless prior approval of the Secretary/designee has been obtained, this manual or parts thereof may be released to any Department employee on an as needed basis only.

**DC-ADM 002, Inmate Cable Television Service  
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## **Section 1 – Responsibilities**

### **A. Inmate Responsibilities**

1. An inmate who would like to subscribe to cable television service must submit a completed **Inmate Subscriber Agreement Form (Attachment 1-A)** to the facility Inmate Accounting Office by the 15<sup>th</sup> calendar day of the month. Service will begin on the first business day of the following month once the agreement is signed and received within the required timeframe. The subscriber agreement will remain effective until the inmate's cable television service account has been cancelled.
2. An inmate who would like to cancel cable television service must submit a completed **Cancellation of Cable Service Form (Attachment 1-B)** to the facility Inmate Accounting Office by the 15<sup>th</sup> calendar day of the month. At the time of service cancellation, due to a request by the inmate, a waiting period of two service months will be invoked before the inmate can reapply for cable television service.
3. Any forms submitted after the 15<sup>th</sup> calendar day will be processed the subsequent month.
4. An inmate requesting cable television service shall ensure that sufficient funds are present in his/her account for the Monthly Cable Service Charge at the time of the deduction. Request for cable television service from an inmate with insufficient funds will not be processed. Deductions from the inmate's account for cable fees will be made ***the last Thursday of the month. If the last Thursday also happens to be the last business day of the month and/or a holiday, the cable deduction will occur the Tuesday prior.***
5. If there are insufficient funds in the inmate's account to pay the Monthly Cable Service Charge, cable television service will automatically be canceled. At the time of service cancellation, due to insufficient funds, a waiting period of two service months will be invoked before the inmate can reapply for cable television service.
6. An inmate who is absent from the facility due to an Authorized Temporary Absence (ATA), furlough, hospital stay, etc., or an inmate who is removed from general to a status in which cable television service is not available will continue to pay the Monthly Cable Service Charge until the facility Inmate Accounting Office is notified by the inmate to cancel the service in accordance with the method and time frame established by this policy.
7. An inmate who is being released in the following month should submit a **Cancellation of Cable Service Form** to the facility Inmate Accounting Office by the 15<sup>th</sup> calendar day of the month to ensure the Monthly Cable Service Charge is not deducted.
8. An inmate will not be charged a fee for cable television installation or cancellations. The Cable Service Provider or the Department, at no charge, will provide the first cable television wire to the inmate. If cable wires are lost or damaged, the inmate will be charged for replacement cable wires. The damaged cable wires will be confiscated. In the

event of discontinued service or discharge from the Department, the cable wire will be confiscated. An inmate with unauthorized cable wires in his/her possession will be subject to a misconduct in accordance with Department policy **DC-ADM 801, “Inmate Discipline.”**

9. An inmate may only connect one television set to his/her authorized cable television service. Any additional or unauthorized connections will subject the inmate to a misconduct in accordance with Department policy **DC-ADM 801**. The Cable Service Provider or the Department will issue splitters to be used for those calls wired with only one cable television lead. In this event, each inmate who subscribes to the cable television service will be responsible for the full Monthly Cable Service Charge.
10. An inmate will not be issued full or partial refunds for cable television service when service is cancelled for any reason or an inmate is absent from the facility for an ATA, furlough, hospital stay, etc. An inmate may be entitled to a pro-rated refund for is required under the agreement between the cable service provider and the Department.
11. By virtue of the inmate signing and submitting the **Inmate Subscriber Agreement Form** or the **Cancellation of Cable Service Form** the inmate is indicating that he/she has read and/or understands all of the provisions noted on the forms.

## **B. Business Office Responsibilities**

1. The Business Office will be responsible for processing all inmate requests for activation or cancellation of cable television service prior to the deduction date.
2. The Business Office will deduct the Monthly Cable Service Charge from the inmate's account on ***the last Thursday of the month. If the last Thursday also happens to be the last business day of the month and/or a holiday, the cable deduction will occur the Tuesday prior.***
3. The Business Office will notify an inmate of any deviation of the deduction date.
4. The Business Office will send payment to the cable service provider for inmate cable television services. The processing of this payment will be in accordance with the agreement between the Department and the Cable Service Provider.
5. Should an interruption in cable service result in a right to a pro-rated deduction to the monthly cable subscription rate under the agreement between the Cable Service Provider and the Department, the Business Office will credit the account of the affected inmate with the appropriate pro-rated deduction.
6. The Business Office will generate an updated Master Cable Subscriber List identifying authorized inmate cable subscribers no later than the last working day of the month.
7. The Business Office will provide copies of the Master Cable Subscriber List to facility staff responsible for connections, disconnections, and compliance.

### **C. Other Responsibilities**

1. A copy of the Master Cable Subscriber List identifying authorized inmate cable subscribers generated from the facility Business Office will be retained in the Security and/or Maintenance Office for each active one month cable service period.
2. Security and/or maintenance personnel will perform periodic checks for compliance with this policy and the Master Cable Subscriber List.
3. Until all facilities are serviced by the same cable television provider, cable television service will not automatically follow an inmate when he/she is transferred to another facility.
4. An inmate transferring from a facility that is serviced by Correctional Cable TV (CCTV) is permitted to transfer that service to the new facility providing that facility is also serviced with CCTV. The inmate will notify the Inmate Accounting Office upon arrival and request transfer of the CCTV service. In addition to providing a request slip, a new signed CCTV contract should be provided. Upon verification of payment and service at the previous facility the inmate will be permitted service and all appropriate local notifications will occur. The facility will not be responsible for any reimbursement of funds which occur during the period of transfer.
5. New connections are not subject to the two service months waiting period unless denied due to insufficient funds.

### **D. Unit Manager Responsibilities**

Unit Management personnel/designee will notify the facility Inmate Accounting Office of all inmate bed changes in writing.

### **E. Cable Service Provider Responsibilities**

Under the agreement with the Department, the contracted cable service provider is responsible for all repairs to the cable system affecting delivery of cable television service to the inmates who subscribe to their service.



## INMATE SUBSCRIBER AGREEMENT

INMATE NAME: \_\_\_\_\_ Housing Unit: \_\_\_\_\_ Department #: \_\_\_\_\_

1. I understand that this "Inmate Subscriber Agreement" sets forth the terms and conditions by which I may subscribe to cable television.
2. I understand that this "Inmate Subscriber Agreement" is NOT a contract between myself and the Department of Corrections.
3. I understand that when I sign this "Inmate Subscriber Agreement," I am agreeing to do everything this document states I must do.
4. I understand the Cable Service Provider will sell cable television service to me for a monthly fee.
5. I understand the Cable Service Provider is not required to sell me cable television service unless I have paid for the service in advance.
6. I authorize the Department of Corrections to automatically deduct the cable television service fee from my inmate account every month in advance of the month for which I am purchasing cable television service, and to send the fee to the Cable Service Provider.
7. I understand that I pay the monthly fee established to have my television connected to one live single outlet for cable service. I understand that the Cable Service Provider may change the monthly fee upon thirty (30) days' notification.
8. I understand that I must notify the Department of Corrections in writing according to policy (Cancellation of Cable Service – Attachment 1-B), to cancel service or the deductions will continue, including deductions when the monthly fee is increased, whether or not I want to continue paying for cable television services. Cancellations must be received by the facility Inmate Accounting Office, no later than the 15<sup>th</sup> day of the month prior to cancellation. Cable service will then be canceled on the first day of the next month or next regular working day.
9. I understand the Cable Service Provider will cancel my cable television service at the end of the paid month if I notify the Department of Corrections to stop deducting the monthly fee for cable television services.
10. I understand the Cable Service Provider will cancel my cable television service at the end of the paid month if there is not enough money in my inmate account to pay the next month's fee when due.
11. I understand that in the event of a move or change of my location within the facility, the Department of Corrections or the Cable Service Provider has up to three (3) business days to change the cable connection to my new location.
12. I understand that upon cancellation of my cable service for any reason, I will be subjected to a waiting period of two service months until a new agreement can be submitted for cable television service ***in accordance with Department policy DC-ADM 002, "Inmate Cable Services," Subsection 1.A.5.***
13. I understand that I am not entitled to a full or partial refund for cable television service when service is cancelled for any reason or when I am absent from the facility for ATA, furlough, hospital stay, etc. I may be entitled to a pro-rated refund for an interruption in service caused by the Cable Service

***DC-ADM 002, Inmate Cable Television Service Procedures Manual***

***Section 1 – Responsibilities***

***Attachment 1-A***

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Provider only if a pro-rated refund is required under the agreement between the Cable Service Provider and the Department of Corrections.

14. I understand and accept personal responsibility for that portion of the cable provider's equipment that is located in my assigned living quarters and connected to my television. The Cable Service Provider may terminate cable television service immediately if the cable television equipment located in my assigned living quarters or connected to my television is damaged or tampered. I will pay the cost of repairing or replacing the damaged cable television equipment located in my assigned living quarters and connected to my television. I authorize the Department of Corrections to deduct this cost from my inmate cash account for payments to the Cable Service Provider. I understand that the Cable Service Provider shall not be required to restore cable service to any inmate subscriber who has caused damage to the system service of the Cable Service Provider.
15. I will connect only one television to each outlet that I pay for. I understand that all other connections to receive cable television service are unauthorized, including connection of another television to my television. I will pay the cost of one additional month's fee if any television receives cable television service from an unauthorized connection to the outlet that I pay for. I will pay this additional fee even if I did not give another person permission to receive cable television service from the outlet I pay for. I understand that permitting another person to connect his/her television to the cable service I receive is a crime, **18 Pa.C.S. 3926** (Theft of Services), and that paying for the stolen services does not excuse me from criminal prosecution. I understand the Cable Service Provider may terminate cable television service immediately in the event of unauthorized connection. I authorize the Department of Corrections to deduct the additional fee for receipt of unauthorized cable television services for payment to the Cable Service Provider.
16. I understand the monthly cable charge due and payable to the Cable Service Provider for Broadband Communication Services (cable) will not be prorated.
17. I understand the Cable Service Provider is not responsible for an technical difficulties in reception experienced by any subscriber because of the nature or condition of the subscriber's properly connected television or because of unauthorized alterations to, or connections with, the Cable Service Provider's system at the subscriber's outlet location.
18. I understand the Cable Service Provider assumes no responsibility for the operation, maintenance, or repair of television sets not installed or furnished by the Cable Service Provider, which may be connected to the Cable Service Provider's system.
19. I understand the Cable Service Provider is the owner of the cable television service equipment. I understand that this agreement does not sell or rent to me any equipment owned by the Cable Service Provider. I am purchasing cable television service only.

**I have read all the above statements and the Cable TV Policy or they have been read to me. I agree to abide by every statement made in this agreement and understand I am legally bound by this document.**

## **SIGNATURES**

\_\_\_\_\_  
**INMATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**EMPLOYEE WITNESS**

\_\_\_\_\_  
**DATE**

***DC-ADM 002, Inmate Cable Television Service Procedures Manual  
Section 1 – Responsibilities***

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***Attachment 1-A***



**DC-ADM 002, Inmate Cable Television Service  
Glossary of Terms**

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**Cable Service Provider** – The authorized company who will provide cable television service to inmates.

**Cancellation of Cable Service** – The form used by an inmate to notify the Business Office to cancel his/her cable television service with the Cable Service Provider.

**Department** – The Pennsylvania Department of Corrections.

**Inmate Subscriber Agreement** – The agreement an inmate must sign to subscribe to cable television service from the Cable Service Provider.

**Master Cable Subscriber List** – A monthly report generated from the Business Office identifying authorized inmate cable television subscribers.

**Monthly Cable Service Charge** – The monthly fee for cable television service deducted from an inmate subscriber's facility account. The charge consists of the standard monthly subscription rate as defined in the agreement between the Cable Service Provider and the Department plus a \$.75 per month administrative fee.