

EXPLANATION OF TERMS (cont'd)

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

END OFFICE ACCESS SERVICE

For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery to or from such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End Office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination or termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

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EXPLANATION OF TERMS (cont'd)

E911 SERVICE AREA

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The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

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1. Regulations (cont'd)

1.10 Payment Arrangements (cont'd)

1.10.4 Billing Disputes

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- A. The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.
- B. The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:
1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
 2. The account number under which the bill was rendered;
 3. The date of the bill;
 4. The invoice number;
 5. The exact dollar amount in dispute;
 6. The universal service order code(s)(USOCs) and/or rate element associated with the service;
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1. Regulations (cont'd)

1.10 Payment Arrangements (cont'd)

1.10.4 Billing Disputes

B. (Cont'd.)

7. Details sufficient to identify the specific amount(s) and item(s) in dispute;
 8. The name of the person initiating the Customer's dispute; and
 9. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.
- C. The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.
- D. In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in Section 1.10.4.C preceding.

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3 -Access

3.1 Access, (Cont'd.)

3.1.2 Identification and Rating of VoIP-PSTN Traffic

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission's Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et al. (together, the "FCC Orders"): (1) intrastate VoIP-PSTN Traffic that originates on the Company's network and is bound for the Customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the Company's Tariff F.C.C. No. 19; and (2) intrastate VoIP-PSTN traffic that is sent by the Customer for termination to Company end users is subject to interstate switched access rates set forth in the Company's Tariff F.C.C. No. 19.

The remainder of this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

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3.1 Access, (Cont'd.)

3.1.2 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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A. Calculation and Application of Percent-VoIP- Usage Factors

The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied by applying a Percent VoIP Usage (PVU) factor to the total terminating intrastate access MOU sent to a Company end user by the Customer. Beginning July 1, 2014, the Company will apply the PVU not just to terminating access MOU but to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (PVU-A) representing the whole number percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the State that is sent to the Company that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (i) sent to the Company that originated in IP format or (ii) is received from the Company and terminated in IP format.
2. The Company will calculate a factor (PVU-B) representing the whole number percentage of the Company's total intrastate and interstate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on access MOU in the State that originates or terminates in IP format.

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3.1 Access, (Cont'd.)

3.1.2 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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A. Calculation and Application of Percent-VoIP-Usage Factors, (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate and interstate access MOU received from the Customer that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and a Customer that is originated or terminated in IP format at either the Company end or Customer end. The PVU will be the sum of (i) the PVU-A factor and (ii) the PVU-B factor times (1 minus the PVU-A factor). The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. The Company will bill 100% of the Customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

In all of the above examples, the Company will apply the PVU to originating as well as terminating intrastate access MOU beginning July 1, 2014.

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3.1 Access, (Cont'd.)

3.1.2 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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A. Calculation and Application of Percent-VoIP-Usage Factors, (Cont'd.)

4. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN Traffic.
5. Both the PVU-A and the PVU-B factors shall be based on information such as the number of each party's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
6. The Customer shall retain the call detail, work papers, and information used to develop the PVU-A factor for a minimum of one year.
7. If the Customer does not furnish the Company with a PVU-A as stated above pursuant to this Section, the Company will utilize a PVU equal to the PVU-B.

B. The preceding section 3.1.2.A will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

C. Initial Implementation of PVU Factors

1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented the Company will adjust the Customer's bills to reflect the applicable PVU factor retroactively to December 29, 2011. If the Company receives a PVU-A from the Customer prior to April 15, 2012, it will apply that PVU-A pursuant to the formula contained herein retroactive to December 29, 2011. If the Company does not receive a PVU-A prior to April 15, 2012, it will apply the default PVU retroactive to December 29, 2011 and will apply the PVU-A beginning on the next billing period following the Company's receipt of the PVU-A.
2. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

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3.1 Access, (Cont'd.)

3.1.2 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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D. PVU Factor Update

The Customer may update the PVU-A factor quarterly using the method set forth herein. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU-A factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU-A factors.

In the event the FCC amends or clarifies its Order in a way that is inconsistent with this tariff, the Company agrees to a true-up based on a final FCC Order.

E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company, and the Customer may ask the Company to verify the PVU-B factor, and the respective calculations thereof. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the applicable PVU-A and PVU-B factors. Notwithstanding the prior sentence, if the Customer updates its PVU-A more than twice in a year, the Company may seek to verify the PVU-A factor each time it is updated. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to verify the Customer's PVU-A factor, the Company will continue using the most recent undisputed PVU-A factor reported by the Customer or, if no PVU-A has been provided, the default PVU.

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