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205 North Michigan Avenue Suite 1100 Chicago, IL 60601

September 26, 2008

VIA FEDERAL EXPRESS

Ms. Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, OH 43215-3793

90-9006-TP-TRF

RE: Case No. 08-426-TP-ATA - Revisions

MCI Communications Services, Inc., P.U.C.O. No. 3

Dear Ms. Jenkins:

MCI Communications Services, Inc. ("MCI") is filing with your office revisions to Case No. 08-426-TP-ATA per the request of a Commission staff member,

Please accept the revised tariff pages for filing under Case No. 08-426-TP-ATA. Please replace the tariff sheets you have with the attached revised tariff sheets.

If you have any questions regarding this request, please call me at (312) 260-3245 or send me an email at shannon.brown@verizonbusiness.com.

Respectively submitted,

Manual L. Manual

Manua

Shannon L. Brown Tariff Manager

Verizon Business

**Enclosure** 

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician Date Processed 9/39/2008

#### **APPLICABILITY**

This tariff applies to Alternative Operator Services (AOS) and Casual Calling Interexchange Telecommunications Services furnished by MCI Communications Services, Inc. between and among points within the State of Ohio.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5) (MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities".

Effective April 2, 2008, MCI is canceling large portions of what had previously been tariffed with the Public Utilities Commission of Ohio. Service descriptions, definitions, terms and conditions, and pricing which are not tariffed for mass market services provided to residential and small business customers may be found at www.mci.com/service for residential and at www.mci.com/service for small business. For large and enterprise business (i.e., non-mass market) customers service descriptions, definitions, terms and conditions, and pricing which are not tariffed may be found in the "Service Publication and Price Guide" located at the website at http://www.verizonbusiness.com/Guide.

#### SECTION 2 - RULES AND REGULATIONS

### DESCRIPTION OF SERVICE

- .01 Intercity Telecommunications Service is the furnishing of MCI services for communications between specified locations under the terms of this tariff. Channels will be those of MCI alone, or MCI's in conjunction with those of other participating, concurring or connecting carriers.
- .02 Intercity Telecommunications Service consists of the furnishing for the use of customers, of channels for the direct transmission and reception of communications between the MCI Metropolitan Area Terminal City Locations or MCI terminals and all service offerings contained herein which anticipate the provision of such channels as part of the offering are included in this category. Such service has the capability of being extended beyond the respective MCI Terminal Locations.
- MCI, when acting at the customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.

## LIMITATIONS

- .01 Service is offered subject to the availability of facilities and the provisions of this tariff.
- .02 MCI reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- Calls may not be placed using a Local Exchange Company's calling card whenever there is no obligation on the part of the Local Exchange Company issuing the calling card to invoice such calls on MCI's behalf, and calls may not be placed or received using 10-10XXX dialing or collect or third party calling conventions, e.g., 1-800-COLLECT, whenever there is no obligation on the part of the serving Local Exchange Carrier to provide billing name and address (BNA) information to MCI in connection with such calls.

#### 3. TERMS AND CONDITIONS

- Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than 30 day's notice from the date of postmark on this letter.
- Service is offered on a monthly basis, 24 hours per day. It is also offered on a Metered Use basis, as described in Paragraph 3-2.01 following.
- .03 For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- .04 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- The customer agrees to operate MCI-provided equipment in accordance with instructions of MCI or MCI's agent. Failure to do so will void MCI liability for interruption of service and may make customer responsible for damage to equipment pursuant to Section 2.3.06 below.
- .06 Customer agrees to release to MCI all MCI-provided equipment delivered to customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse MCI, upon demand, for any costs incurred by MCI due to customer's failure to comply with this provision.

ISSUED: September 29, 2008 EFFECTIVE: September 29, 2008

# SECTION 2 - RULES AND REGULATIONS

# USE OF SERVICE (Cont.)

- .02 Service furnished by MCI may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:
  - One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of his own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by MCI only from that customer and will be subject to all regulations of this tariff.
  - .022 All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company each joint user or authorized user shall be liable to the company for all charges incurred as a result of its use of MCl's Service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. Unless Supportive Services are provided, the customer shall be responsible for allocating charges to each joint user or authorized user.
- .03 Reserved for Future Use
- .04 Reserved for Future Use

## SECTION 2 - RULES AND REGULATIONS

### 6. <u>USE OF SERVICE (Cont.)</u>

- Service furnished by MCI may be arranged for use by other common carriers for the purposes of resale subject to the following:
  - .051 Other Common Carriers will be responsible for charges, costs, etc. incurred by MCI with respect to Supportive Services.
  - .052 Other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.
- .06 Service furnished by MCI shall not be used:
  - .061 For any unlawful purpose.
  - For any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- .07 Reserved for Future Use
- .08 Payphone Use Charge

Payphone Use Charge: An undiscountable per call charge is applicable to calls that originate from any payphone within the state used to access MCI services.

This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from a payphone within the state. The payphone use charge does not apply to calls placed from payphones at which the customer pays for service by inserting coins during the progress of the call.

The Payphone use charge does not apply to: calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified as described in MCI Communications Services, Inc. Ohio Long Distance Catalog Schedule No. 1 for Residential and Small Business Customers, Section 2-6.04; and calls placed from payphones at which the customer pays for service by inserting coins during the progress of the call.

The Payphone Use charge will be applied to payphone calls made by all customers

ISSUED: September 29, 2008

EFFECTIVE: September 29, 2008

#### **SECTION 2 - RULES AND REGULATIONS**

### 7. PAYMENT ARRANGEMENTS (CONT.)

A special access surcharge, required by the Local Exchange Carrier, applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This surcharge is applicable when the local channel is connected to a PBX or equivalent device which is capable of interconnecting the Channel Service or Foreign Exchange Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent. The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the customer's premises equipment or in a Centrex CO type switch.

If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. The Company will cease billing the special access surcharge and the exempt status will become effective on the date certification is received by the Company on services in place. Refer to Section 1 for definition of Exemption Certification.

When the state, any municipality, other political subdivision, local agency of government, or public utility commission imposes upon and collects from MCI Telecommunications Corporation a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or assessment fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the MCI Communications Services, Inc. customers receiving service within the territorial limits of the state municipality, other political subdivision, local agency of government, or public utility commission.

MCI will send notice to all customers informing them of any new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the PUCO.

# 8. CHANGE IN SERVICE ARRANGEMENT

When a change in service arrangement involves the continued use by the customer of channels furnished by MCI WorldCom, installation charges do not apply to the channels continued in use. The minimum service period for the channels continued in use is determined from the date of the initial acceptance thereof.

#### 9. RESTORATION OF SERVICE

ISSUED: September 29, 2008

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

#### 10. INSPECTION

MCI may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of the customer or MCI equipment. MCI may interrupt the service at any time, without penalty to MCI, because of departure from any of these requirements.

- 11. CANCELLATION FOR CAUSE BY MCI (See Section 2.5 for Cancellation by Customer)
  - .01 Upon nonpayment of any sum owing to MCI, or upon a violation of any of the provisions governing the furnishing of service under this tariff, MCI may, upon written notification to the customer, without incurring any liability, immediately discontinue the furnishing of such service.
  - .02 Upon 14 days written notification, MCI will discontinue furnishing service to a subscriber to Option A (Dial One/Direct Dial) of Metered Use Service who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advises MCI that he or she does not desire to continue to be carried as a customer.

EFFECTIVE: September 29, 2008

## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 2. METERED USE SERVICE

- .02 Option A (Dial One/Direct Dial) (Cont.)
  - .024 LEC Calling Cards and MCI Pre-Subscribed Payphones\*
    - 242 O+ Guardian Service
      The Company's 0+ Guardian Service provides an end user with intrastate calling capability from specific healthcare service provider locations for healthcare service providers that have signed an exclusive agreement with MCI for the provision of operator service calling classifications as described in Section 3-2.024. 0+ Guardian Service allows for calls that are placed with the assistance of a live or automated operator from healthcare service provider client telephones presubscribed to the Company.

Per-Minute Rates: The operator services per-minute rates in Section shall apply to 0+ Guardian Service.

Per-Call Surcharges: In lieu of the operator service surcharges described in Section 4-2.1212, a surcharge shall apply for all intrastate 0+ Guardian Service operator service calls in addition to the per-minute rates described above.

.0243 Rates for Operator-Assisted local calls from non-inmate facilities and inmate facilities shall not exceed those charged by the serving local exchange company. If the service local exchange company does not charge for Operator-Assisted local calls, no operator surcharge will be imposed. In addition, rates for Operator-Assisted intraLATA long distance calls from inmate facilities shall not exceed those charged by the serving local exchange company.

<sup>\*</sup> Available only to customers in equal access areas.

#### **PRICE LIST**

## INTRASTATE INTEREXCHANGE TOLL CARRIER TARIFF

# SECTION 4 - RATE SCHEDULES

- Metered Use Service
  - 1 Option A (Dial One/Direct Dial)
    - .11 <u>LEC Calling Cards and MCI Pre-Subscribed Payphones\*</u>
      - .111 Alternative Operator Services
        - .1111 <u>Usage Charges</u>

.11111 Usage charges for calls falling within classifications (a), (b) and (c):

	Business Day		<u>Evening</u>		Night/Weekend	
Mileage Band	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
1-10	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600
11-22	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600
23-55	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600
56-124	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600
125-END	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600	\$.3600

.11112 Usage charges for calls falling within classification (e):

	Business Day		Evening		<u>Night/Weekend</u>	
Mileage Band	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
1-10	\$.2600	\$.1600	\$.2000	\$.1600	\$.1700	\$.1200
11-22	\$.2700	\$.2200	\$.2200	\$.1900	\$.1900	\$.1400
23-55	\$.3000	\$.2700	\$.2200	\$.2100	\$.2000	\$.1700
56-124	\$.3200	\$.3000	\$.2300	\$.2300	\$.2200	\$.1900
125+	\$.3300	\$.3200	\$.2400	\$.2400	\$.2200	\$.2100

# .1112 Surcharges

The following undiscountable surcharges apply to all calls placed from payphones and institutional phones as listed in (a), (b), (c), and (e):

	Per call
Customer Dialed Calling Card Calls	\$1.05
Person-to-Person Calls <sup>1</sup>	\$2.75
Person-to-Person Calls <sup>1</sup> (Operator Dialed)	\$2.75
Person-to-Person Calls <sup>1</sup> (Operator Dialed) Operator Handled Calls <sup>1</sup>	
0+ collect	\$2.45
0- collect (Operator Dialed)	\$2.50
Billed to a third number	\$2.45
Billed to a third number (Operator Dialed)	\$2.50
Coin Sent Operator Station	\$2.50
Coin Sent Person-to-Person	\$2.75

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<sup>\*</sup> Available only to customers in equal access areas.

#### **PRICE LIST**

#### INTRASTATE INTEREXCHANGE TOLL CARRIER TARIFF

# SECTION 4 - RATE SCHEDULES

- 2. Metered Use Service
  - .1 Option A (Dial One/Direct Dial)
    - .11 LEC Calling Cards and MCI Pre-Subscribed Payphones\*
      - .112 0+ Guardian Service

Per Minute Rates: The operator services per-minute rates in Section 4-2.11111 shall apply to 0+ Guardian Service.

Per-Call Surcharges: In lieu of the operator service surcharges described in Section 4-2.1112, a surcharge of \$3.00 shall apply for all intrastate 0+ Guardian Service operator service calls in addition to the per-minute rates described above.