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COMMISSION CLERK

May 24, 2005

Florida Public Service Commission
Telecommunications Division
Attn: Commission Clerk and Administrative Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 050079-TI

Dear Sir or Madam:

Enclosed for filing, please find an original revised interexchange tariff from QuantumShift Communications, Inc. In 2004, the company filed with and was approved by the Commission for a transfer of control in ownership. The new parent corporation is VCOM Solutions.

Recently, the company filed with the Florida Secretary of State to use a fictitious name. The name is QuantumShift Communications, Inc., d/b/a VCOM Solutions. That new name is reflected in the revised tariff. Nothing material in the tariff has changed (such as rates, etc.); merely the addition of the fictitious business name has promulgated this filing. In addition, I am enclosing the required IXC registration form.

If you have questions in this matter, please contact me.

Sincerely,

GCL

OPC

Jenna Brown

415-209-7044

RCA

jbrown@vcomsolutions.com

SCR

enc.

SEC

OTH

cc: Toni McCoy - Florida Bureau of Market Development

05231 MAY 31 8

BISTRIBUTION SENTER

# **ORIGINAL**

#### IXC REGISTRATION FORM

Company Name	QuantumShift Communications, Inc.	uantumShift Communications, Inc.		
Florida Secretary o	G05108700023  f State Registration No.			
_	as filed at Fla. Sec. of State VCOM Solutions			
Company Mailing N	lame QuantumShift Communications, Inc.	QuantumShift Communications, Inc.		
Mailing Address	12657 Alcosta Boulevard, Suite 418	12657 Alcosta Boulevard, Suite 418		
	San Ramon, CA 94583			
Web Address www.vcomsolutions.com				
E-mail Address	jbrown@vcomsolutions.com	jbrown@vcomsolutions.com		
Physical Address 12657 Alcosta Boulevard, Suite 418				
	San Ramon, CA 94583	San Ramon, CA 94583		
Company Liaison	Jenna Brown			
Title	Manager, Regulatory Affairs	Manager, Regulatory Affairs		
Phone	415-209-7044	415-209-7044		
Fax	877-712-6792	877-712-6792		
E-mail ad	dress jbrown@vcomsolutions.com	jbrown@vcomsolutions.com		
Consumer Liaison	Jenna Brown to PSC			
Title	Manager, Regulatory Affairs	Manager, Regulatory Affairs		
Address	12657 Alcosta Boulevard, Suite 418, San Ramon,	12657 Alcosta Boulevard, Suite 418, San Ramon, CA 94583		
Phone	415-209-7044	415-209-7044		
Fax	877-712-6792	877-712-6792		
E-mail ad	dress <u>jbrown@vcomsolutions.com</u>	jbrown@vcomsolutions.com		

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Jenna Brown	Jenna Brown	
Signature of Company Representative	Printed/Typed Name of Representative	

Date April 20, 2005

Effective: 07/15/2003

DOCUMENT NUMBER-DATE

05231 HAY318

# TITLE SHEET

#### FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by QuantumShift Communications, Inc., with principal offices at 12657 Alcosta Boulevard, Suite 418, San Ramon, CA 94583. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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# CHECK SHEET

The sheets listed below, which are 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 of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
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12	Original
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18	Original

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Section 3 - Description of Service
Section 4 - Rates

Note: If you have more than  $\underline{30}$  sheets you need to attach an index to the tariff after this page.

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#### SYMBOLS SHEET

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge

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# TARIFF FORMAT SHEETS

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. 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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the 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.
2.1.1.A.1.(a).I.(i).

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D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. 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. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it

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(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 FPSC.

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Company or Carrier - QuantumShift Communications, Inc., d/b/a VCOM Solutions

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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#### SECTION 2 - RULES AND REGULATIONS

# 2.1 Undertaking of the Company

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This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company telecommunications between points within the state of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The company offers service to all those who desire to purchase service from the company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the company which fully identifies the customer, the services requested and other information requested by the company. company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to a service provided by the company. customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Service (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rate and regulations contained in this tariff apply only to the services furnished by the company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for us in accessing the services of the company.
- 2.1.3 The company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the underlying carrier's tariffed offerings; or when the

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use of service becomes or is in violation of the law or the provisions of this tariff.

#### 2.2 Use and Limitations of Services

- 2.2.1 The company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to limitations set forth in this Section 2.2.
- 2.2.2 The use of the company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The customer is responsible for notifying the company immediately of any unauthorized use of service.

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#### SECTION 2 - RULES AND REGULATIONS continued

# 2.3 Liabilities of the Company

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- 2.3.1. The company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the company's control.
- 2.3.2. The company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3. No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the company.
- 2.3.4. The company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the company, except as ordered by the Commission.
- 2.3.5. The company shall not be liable for and shall be indemnified and saved harmless by any customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the customer or others.
- 2.3.6. The company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason

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whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7. The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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#### SECTION 2 - RULES AND REGULATIONS continued

# 2.4 Responsibilities of the Customer

- 2.4.1 The customer is responsible for placing any necessary orders and complying with tariff regulations. The customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the company on the customer's behalf.
- 2.4.3 If required for the provision of the company's services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the company.
- 2.4.4 The customer is responsible for arranging access to its premises at times mutually agreeable to the company and the customer when required for the company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the company's services.
- 2.4.5 The customer shall cause the temperature and relative humidity in the equipment space provided by customer for the installation of the company's equipment to be maintained within the range normally provided fro the operation of microcomputers.
- 2.4.6 The customer shall ensure that the equipment and/or system is properly interfaced with the company's facilities or services, that the signals emitted into the company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the company will permit such equipment to be connected with its channels without the

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use of protective interface devices. If the customer fails to maintain the equipment and/or the system properly, the resulting imminent harm to company equipment, personnel or the quality of service to other customers, the company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the customer's service.

- 2.4.7 The customer must pay the company for replacement or repair of damage to the equipment or facilities of the company caused by negligence or willful act of the customer or others, by improper use of the services, or by use of equipment provided by customer or others.
- 2.4.8 The customers must pay for the loss through theft of any company equipment installed at customer's premises.
- 2.4.9 If the company installs equipment at customer's premises, the customer shall be responsible for payment of any applicable installation charges.
- 2.4.10 The customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

# 2.5 Interruption of Service

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the customer, the company may immediately discontinue services to a customer or may withhold the provision of ordered or contracted services:
  - 2.5.1.A For nonpayment of any sum due the company for more than thirty (30) days after issuance of the bill for the amount due,
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the company's services, or 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the company from furnishing its services.
- 2.5.2 Without incurring liability, the company may interrupt the

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provision of services at any time in order to perform tests and inspections and to assure compliance with tariff regulations and the proper installation and operation of customer and the company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

- 2.5.3 Service may be discontinued by the company without notice to the customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain customer authorization codes, when the company deems it necessary to take such action to prevent unlawful use of its service. The company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The customer may terminate service upon verbal or written notice for the company's standard month to month contract. Customer will be liable for all usage on any of the company's service offerings until the customer actually leaves the service. Customers will continue to have company usage and be responsible for payment until the customer or its agent notifies its local exchange carrier and changes its long distance carrier.
- 2.6 Credit Allowance Interruption of Service
  - 2.6.1 Credit may be given for disputed calls, on a per call basis.
  - 2.6.2 The credit shall not be issued for unavailability of long distance services.
  - 2.6.3 The customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit formula:

By:

Credit = A/720 x B  $^{\prime\prime}$ A'' - outage time in hours  $^{\prime\prime}$ B'' - monthly charge for affected activity

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- 2.7 Deposits

  The company does not require deposits.
- 2.8 Advance Payments

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The company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

- 2.9 Payment and Billing
  - 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
  - 2.9.2 The customer is responsible for payment of all charges for services furnished to the customer, as well as to all persons using the customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, subscribed exchange lines, and direct connect facilities is the responsibility of the customer. All calls placed using direct connect facilities, subscribed exchange lines, or authorization codes will be billed to and must be paid by the customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

#### 2.10 Collection Costs

In the event the company is required to initiate legal proceedings to collect any amounts due to company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, customer shall, in addition to all amounts due, be liable to company for all reasonable costs incurred by company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the company, will be determined by the court.

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#### 2.11 Taxes

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All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rate herein.

# 2.12 Late Charges

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charges

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Location of Service

The company will provide service to customers within the state of Florida.

2.15 Sales of Telecommunications Services to Uncertified IXC's Prohibited

Customers reselling or rebilling the company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

2.16 Reconnection Charges

A reconnection fee per occurrence as set forth in Section 4.12 of this tariff will be charged when service is reestablished for customers who have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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#### SECTION 3 - DESCRIPTION OF SERVICE

# 3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e., a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers that are produced by Bell Communications Research in the NPA/NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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The square 2 2 2 2 root of:  $\frac{(V1 - V2) + (H1 - H2)}{10}$ 

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- 3.1.3 Timing begins when the called party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing for each call ends when either party hangs up.
- 3.1.4 The company will not bill for uncompleted calls.

# 3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the company at:

12657 Alcosta Boulevard, Suite 418 San Ramon, CA 94583

925-415-1800

Any objection to billed charges should be reported promptly to the company or its billing agent. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A customer who is unable to resolve a billing dispute with the company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

#### 3.3 Level of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

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# 3.4 Billing Entity Conditions

When billing functions on behalf of the company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The company's name and toll-free telephone number will appear on the customer's bill.

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# 3.5 Service Offering

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#### 3.5.1 1+ Dialing

This service permits customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials ''l+'' followed by ''ten digits'' or dials ''101XXXX'' followed by ''l+ ten digits.''

#### 3.5.2 Travel Cards

The customer utilizes an 11-digit "toll-free" access number established by the company to access a terminal. Upon receiving a voice prompt, the customer uses push button dialing to enter an identification code assigned by the company, and the ten-digit number of the called party.

#### 3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a customer's premise routed to a specific telephone number or terminated over a dedicated facility.

# 3.5.4 Company Prepaid Calling Cards

This service permits use of prepaid calling cards for placing long distance calls. Customers may purchase company prepaid calling cards at a variety of retail outlets or through other distribution channels. Company prepaid calling cards are available at a variety of face values. Company prepaid calling card service is accessed using the company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her authorization code, and then to enter the terminating telephone number. The company's processor tracks the call duration on a real time basis to determine the number of telecom units consumed. The total consumed telecom units and applicable taxes for each call are deducted from the remaining telecom unit balance on the customer's company prepaid calling card.

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#### 3.5.4 Section 3.5.4 Continued

By:

All calls must be charged against a prepaid calling card that has a sufficient telecom unit balance. A customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the customer can either call the toll-free number on the back of the company prepaid calling card and "recharge" the balance on the card using a nationally recognized credit card, or the customer can throw the card away and purchase a new one. Calls in progress will be terminated by the company if the balance on the company prepaid calling card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The company will not refund unused balances.

A credit allowance for company prepaid calling card service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the customer must notify the company at the designated toll-free customer service number printed on the company prepaid calling card and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a company prepaid calling card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the customer will receive a credit equivalent of one telecom unit.

Credit allowances for calls pursuant to the company prepaid card service to not apply for interruptions not reported promptly to the company or interruptions that are due to the failure of power, equipment or systems not provided by the company.

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#### 3.5.4 Section 3.5.4 Continued

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the company.

The company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed.

#### 3.5.5 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555=1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

# 3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to the company, but are completed through the local network at no charge.

# 3.5.7 Promotional Offerings

The company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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# 3.5.8 Operator Services

The Company's operator services are provided to residential and business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

# 3.5.8.A Operator Dialed Surcharge

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the QuantumShift Communications, Inc. network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

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# SECTION 4 - RATES

4.1 1+ and 101XXXX Dialing

Rate per minute - \$0.15.

A \$4.95 per month per number service charge applies.

Plan is billed in full minute increments.

4.2 Travel Cards

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Rate per minute - \$.199.

A \$.25 per call service charge applies.

Plan is billed in one minute increments.

4.3 800 Service (Toll-Free)

Rate per minute - \$0.15.

A \$10.00 per month per number service charge applies.

Billed in one minute increments.

4.4 Prepaid Calling Cards

\$.499 per telecom unit.

\$1.00 per call charge.

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# 4.5 Directory Assistance

\$.95 per each number requested.

# 4.6 Returned Check Charge

\$25.00 per occurrence.

#### 4.7 Rate Periods and Billing Increments

	Monday-Friday	Saturday Sunday
8 AM to 5 PM	Daytime Rate	
	Period	
5 PM to 11 PM*	Evening Rate	
	Period	Evening Rate Period
11 PM to 8 AM	Night/Weekend Rate	
	Period	

<sup>\*</sup>To, but not including when a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

# 4.8 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDD's for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls. Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50% of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted

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60% off the applicable rate for voice nonrelay calls.

4.9 Employee Concessions

The company does not offer employee concessions.

4.10 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.12 Reconnection Charge

By:

\$25.00

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