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Winter Park, FL

32789

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January 12, 2000 Via Overnight

RECEITION 3

Records

Public Service Commission

Mr. Dale Roberts Executive Secretary

Missouri Public Service Commission

301 West High

Harry S. Truman State Office Building

Jefferson City, MO 65102

FILED<sup>3</sup>
JAN 1 2 2000

Service Commission

RE: Tariff revision of AmeriVision Communications, Inc.

Dear Mr. Roberts:

Enclosed are the original and two (2) copies of a tariff revision for AmeriVision Communications, Inc. ("AmeriVision"). The purpose of this filing is to add the doing business as name of LifeLine Communications. The Company respectfully requests this tariff revision to become effective on February 12, 2000.

Pages included in this filing are as follows:

1<sup>st</sup> Revised Pages 1 - 40

Adds d/b/a LifeLine Communications

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Thomas M. Forte

Consultant to AmeriVision Communications, Inc.

Enclosure

cc:

Kelly Franks, AmeriVision

file:

AmeriVision - MO

AmeriVision binders

tms:

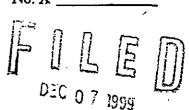
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# State of Missouri

Rebecca McDowell Cook, Secretary of State Corporation Division



365026

**Registration of Fictitious Name** 

(Submit in duplicate with a filing fee of \$7)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name. (RSMo 417)

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered:	LifeLine Communications
Missouri Business Address: (P. O. Boxes not accepted)	5900 Mosteller Drive, Suite 1850
City, State, and Zip Code:	Oklahoma City, Oklahoma 73112

The parties having an interest in the business, and the percentage they own are (if corporation is owner, indicate corporation name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%	
Amerivision Communications, Inc.	5900 Mosteller Drive, Ste 1850	Oklahoma City	OK 73112	100	%
F00:367502					%
	<u> </u>		·		%
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(Must be typed or printed)

Return to: Secretary of State

Corporation Division P.O. Box 778

Jefferson City, Mo. 65102

(Over)

	signed, being all the partie that the statement and ma			y, being duly swor	n, upon their oaths
Individual	<u>x</u>				
Owners Sign Here		<del></del> ,		ς	
Sign Here	X	,		- -	
365026	or Vice-President and	rporation has caused this its Secretary or Assistan	t Secretary, this .	304	
63	day of	O DOENOS	21		_ , 19
If Corporation is Owner, Corporate Officers Execute Rere		By:	Ameri	Vision Communication  Exact Corporate Division Vice-Properties of Assistant	de)  - Stepnen Hallide resident  - Dovid Gros
	(Corporate Scal) If no seal, state "none".				
State of Missouri County of	Oklahona Canadian				
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#### **MISSOURI**

#### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

# AMERIVISION COMMUNICATIONS, INC. d/b/a LIFELINE COMMUNICATIONS

**(T)** 

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by AmeriVision Communications, Inc. d/b/a LifeLine Communications within the State of Missouri. This tariff is on file with the Public Service Commission of Missouri and copies may be inspected, during normal business hours, at the Company's principal place of business.

(T) (T)

AmeriVision Communications, Inc. d/b/a LifeLine Communications operates as a competitive telecommunications company within the State of Missouri.

**(T)** 

Issued: January 12, 2000

Effective: February 12, 2000

Issued by:

Stephen D. Halliday, President 5900 Mosteller Drive, Suite 1850 Oklahoma City, OK 73112

MOo9901

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Issued: January 12, 2000

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Effective: February 12, 2000

# AmeriVision Communications, Inc. d/b/a LifeLine Communications

P.S.C. MO Tariff No. 1 1<sup>st</sup> Revised Sheet 3 Cancels Original Sheet 3

#### APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Missouri by AmeriVision Communications, Inc. d/b/a LifeLine Communications subject to the jurisdiction of the Public Service Commission of Missouri.

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**(T)** 

Issued: January 12, 2000

Issued by:

Stephen D. Halliday, President 5900 Mosteller Drive, Suite 1850 Oklahoma City, OK 73112

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#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (M) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

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#### **TARIFF FORMAT**

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages 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.** Page 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence There are seven 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.

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Effective: February 12, 2000

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#### STATEMENT OF COMPETITIVE CARRIER STATUS

AmeriVision Communications, Inc. d/b/a LifeLine Communications is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Section 392.240 (1)	- Ratemaking
Section 392.270	- Property valuation (ratemaking)
Section 392.280	- Depreciation accounts
Section 392.290	- Issuance of securities
Section 392.310	- Stock and debt issuance
Section 392.320	- Stock dividend payments
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization(s)

Commission Rules				

4 CSR 240-33.030

4 CSR 240-33.040(5)

- Depreciation fund income
- Rate schedules
- Uniform System of Accounts
- Exchange boundary maps
- Record keeping
<ul> <li>In-state record keeping</li> </ul>
- Local office record keeping
- Telephone directories
- Call intercept
- Telephone number changes
- Public coin telephone

Issued: January 12, 2000

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Issued by:

- Minimum charges rules

- Financing Fees

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to AmeriVision's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call, the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

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# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - Public Service Commission of Missouri.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Debit Card** - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

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# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Missouri.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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

# 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Missouri, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 AmeriVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by AmeriVision and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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## 2.4 Liabilities of Company

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company, if any, for damages 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3 AmeriVision shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over AmeriVision or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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## 2.4 Liabilities of Company, (Cont'd.)

- 2.4.4 AmeriVision is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5 AmeriVision shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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Effective: February 12, 2000

# 2.5 Deposits

The Company does not normally require deposits from customers. However, in the event that a deposit is required by the Company, it will be collected and maintained in accordance with Commission rules, including the payment of interest at a rate of 9% annually.

## 2.6 Advance Payments

The Company does not normally require advance payments from customers, however an advance payment for an amount equal to the first month's estimated charges may be collected for the first month of service.

1610

Issued: January 12, 2000 Effective: February 12, 2000

#### 2.7 Taxes and Fees

- 2.7.1 All state and local taxes (i.e., federal excise taxes, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. Any new line item assessments shall be submitted to the Commission in the form of a tariff revision. All charges and fees, other than taxes and franchise fees, will be submitted to the Commission for approval.

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# 2.7 Taxes and Fees, (Cont'd.)

# 2.7.3 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.35

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# 2.8 Payment and Credit Regulations

#### 2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

## 2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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Effective: February 12, 2000

# 2.8 Payment and Credit Regulations, (Cont'd.)

# 2.8.2 Payment for Service, (cont'd.)

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. Within 24 hours the Company will make reasonable effort to contact the customer before disconnection.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) AmeriVision will not bill for unanswered calls in areas where Equal Access is available, nor will AmeriVision knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, AmeriVision will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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# 2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

## 2.10 Billing Entity Conditions

When billing functions on behalf of AmeriVision are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact AmeriVision directly. If there is still a disagreement about the disputed amount after investigation and review by AmeriVision or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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#### 2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission.

#### 2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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Effective: February 12, 2000

#### 2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to AmeriVision operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

Issued: January 12, 2000

Effective: February 12, 2000

## 2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

#### 2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

# 2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

# 2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

#### 2.18 Reservation of Toll Free Numbers

AmeriVision will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

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Effective: February 12, 2000

#### 2.19 Responsibilities of the Subscriber

- 2.19.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by AmeriVision on the Subscriber's behalf.
- 2.19.3 If required for the provision of AmeriVision's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to AmeriVision.
- 2.19.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and AmeriVision when required for AmeriVision personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of AmeriVision's Services.
- 2.19.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with AmeriVision's facilities or services, that the signals emitted into AmeriVision's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

Issued: January 12, 2000

Effective: February 12, 2000

# 2.19 Responsibilities of the Subscriber, (Cont'd.)

- 2.19.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to AmeriVision's equipment, personnel, or the quality of Service to other Subscribers or Customers, AmeriVision may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, AmeriVision may, upon written notification, terminate the Subscriber's service.
- 2.19.7 The Subscriber must pay AmeriVision for replacement or repair of damage to the equipment or facilities of AmeriVision caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8 The Subscriber must pay for the loss through theft or fire of any of AmeriVision's equipment installed at Subscriber's premises.

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# 2.20 Responsibilities of Authorized Users

- 2.20.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3 The Authorized User is responsible for providing AmeriVision with a valid method of billing for each call. AmeriVision reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot by validated, the user may be required to provide an acceptable alternate billing method or AmeriVision may refuse to place the call.

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

AmeriVision Communications, Inc. d/b/a LifeLine Communications offers outbound long distance, in-bound 800 services, travel card, debit card and operator services to its customers. Rates for these services vary by product. All AmeriVision services are available 24 hours a day, seven days a week.

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AmeriVision's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Missouri Public Service Commission and the Federal Communications Commission.

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#### 3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, AmeriVision will reasonably issue credit for the call.

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# 3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM			IE RATE OR RATE PI				
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIC OR OFF PEAK RATE PERIOD						

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# 3.3 Time of Day Rate Periods, (Cont'd.)

- 3.3.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
- 3.3.2 The time when connection is established is determined in accordance with the time-standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.
- 3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

\*\*

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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#### 3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the

Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the serving

wire centers. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the

next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the

next higher whole number if any fraction is obtained. This is the distance

between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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## 3.5 AmeriVision Outbound Long Distance

AmeriVision Outbound Long Distance calling is offered to Customers throughout the State. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are billed based on time of day, day of week, duration, call type and billing method.

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700

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#### 3.6 AmeriVision Toll Free Inbound Service

AmeriVision Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With AmeriVision Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700

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#### 3.7 AmeriVision Travel Card

Travel Service provides facilities to complete Intrastate calls between two points when the Customer is away from his or her premises. The Customer will be assigned unique travel authorization code(s) that authorize the use of Travel service by that Customer.

1	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500

Per Call Surcharge

\$0.25

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# 3.8 AmeriVision Operator Services

The Company provides operator assisted services to Customers who desire specialized billing or call placement. The Company's operator services are accessible on a twenty-four (24) hour a day, seven (7) days a week basis.

The use of the Company's Operator Service allows the Customer to select from special call handling or billing arrangements. Rates vary based on call type (i.e., calling card, collect, third party billed, station-to-station or person-to-person). A per call service charge applies in addition to usage charges.

#### 3.8.1 Rates

	Day		Evening		Night/V	Veekend
Mileage Band	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute
0-10	\$0.1500	\$0.1500	\$0.1100	\$0.1100	\$0.0900	\$0.0900
11-16	\$0.1700	\$0.1700	\$0.1200	\$0.1200	\$0.1100	\$0.1100
17-22	\$0.1800	\$0.1800	\$0.1200	\$0.1200	\$0.1100	\$0.1100
23-30	\$0.1800	\$0.1800	\$0.1300	\$0.1300	\$0.1100	\$0.1100
31-40	\$0.1800	\$0.1800	\$0.1400	\$0.1400	\$0.1100	\$0.1100
41-55	\$0.1800	\$0.1800	\$0.1400	\$0.1400	\$0.1300	\$0.1300
56-124	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1300	\$0.1300
125-292	\$0.2000	\$0.2000	\$0.1600	\$0.1600	\$0.1300	\$0.1300
293 +	\$0.2000	\$0.2000	\$0.1600	\$0.1600	\$0.1300	\$0.1300

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# 3.8 AmeriVision Operator Services, (Cont'd.)

# 3.8.2 Per Call Service Charges

Intrastate Per Call Service Charges:

Customer Dialed Calling Card Station	\$1.00
Operator Dialed Calling Card Station	\$2.25
Operator Station* Collect Billed to Third Party	\$2.25 \$2.35
Person to Person*	\$4.90
Pay Phone Surcharge	\$0.30

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<sup>\* -</sup> Includes Real Time Rated Calls

#### 3.9 AmeriVision Debit Card Service

The AmeriVision Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over AmeriVision's network. Customers use an "800" number for access from touch tone phones. Customers can place domestic and international direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the customer until the card is exhausted are the rates in effect at the time the card is purchased. Debit Card accounts may be replenished at the rates specified for replenished cards.

The following types of calls may not be completed using the AmeriVision Debit Card:

- \* calls to 700, 800, and 900 numbers
- \* calls to directory assistance
- operator assisted calls
- \* conference calls
- calls requiring time and/or charges

The AmeriVision Debit Card is available twenty-four hours a day, seven days a week. The cards will be offered to customers on a first serve basis and may be offered in conjunction with other AmeriVision products.

An AmeriVision Debit Card account is established upon receipt of payment by the Company. When an account is established, the Company will assign an Account Code/Authorization Code to the account. The Company reserves the right to determine the acceptable types of payment.

Service is provided and each account is debited at the following rate. Fractional minute calls are rounded up to the nearest full minute:

Card Type 1: \$0.30 per minute Card Type 2: \$0.35 per minute

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#### **SECTION 4 - MISCELLANEOUS SERVICES**

## 4.1 Return Check Charge

A return check charge of 5% or \$15.00, which ever is greater, will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Missouri law and Commission regulations.

## 4.3 Directory Assistance

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

\$1.10

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#### **SECTION 5 - PROMOTIONS**

#### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

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#### **SECTION 7 - GRANDFATHERED SERVICES**

# 7.1 MTS - Message Toll Service

	. Day Even		ning	Night/Weekend		
Mileage Band	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute
0-10	\$0.1100	\$0.0900	\$0.0880	\$0.0720	\$0.0715	\$0.0585
11-14	\$0.1500	\$0.1300	\$0.1200	\$0.1040	\$0.0975	\$0.0845
15-18	\$0.1800	\$0.1600	\$0.1440	\$0.1280	\$0.1170	\$0.1040
19-23	\$0.2050	\$0.1700	\$0.1560	\$0.1360	\$0.1430	\$0.1105
24-28	\$0.2350	\$0.1760	\$0.1885	\$0.1600	\$0.1820	\$0.1300
29-33	\$0.2350	\$0.1950	\$0.1945	\$0.1760	\$0.1850	\$0.1430
34-40	\$0.2650	\$0.2350	\$0.2025	\$0.1865	\$0.1865	\$0.1560
41-50	\$0.2650	\$0.2350	\$0.2025	\$0.1865	\$0.1865	\$0.1560
51-60	\$0.2750	\$0.2450	\$0.2105	\$0.1925	\$0.1880	\$0.1690
61-80	\$0.2850	\$0.2550	\$0.2110	\$0.2005	\$0.1945	\$0.1730
81-100	\$0.2950	\$0.2600	\$0.2245	\$0.2010	\$0.1975	\$0.1745
101-125	\$0.3250	\$0.2750	\$0.2295	\$0.2250	\$0.1975	\$0.1915
126-150	\$0.3350	\$0.2950	\$0.2425	\$0.2410	\$0.2090	\$0.2045
151-190	\$0.3450	\$0.3050	\$0.2505	\$0.2490	\$0.2155	\$0.2110
191-300	\$0.3500	\$0.3150	\$0.258 <i>5</i>	\$0.2570	\$0.2200	\$0.2175
301-430	\$0.4050	\$0.3650	\$0.3185	\$0.2865	\$0.2795	\$0.2535
431+	\$0.4050	\$0.3650	\$0.3185	\$0.2865	\$0.2795	\$0.2535

# 7.2 Travel Service

\$0.80 per call plus MTS rates listed in aforementioned Section.

\* - Grandfathered to existing AmeriVision Customers.

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