



September 28, 2004 *Via Overnight Delivery*

03-17-02-180

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CLERK

210 N. Park Ave.

Winter Park, FL

32789

Blanca Bayo, Director

Division of the Commission Clerk & Administrative Services

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399-0870

P.O. Drawer 200

Winter Park, FL

32790-0200

RE:

IXC Registration Form for Nationwide Professional Teleservices, LLC.

Dear Ms. Bayo:

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

Enclosed for filing are the original and six (6) copies of the above-referenced registration, copy of Florida Secretary of State and proposed tariff filed on behalf of Nationwide Professional Teleservices, LLC.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

Any questions regarding this application or tariff should be directed to my attention at (407) 740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Monique Byrnes, Consultant to

Nationwide Professional Teleservices, LLC

Enclosures

MB/sbm

cc:

S. Lutich - Nationwide Pro Tel

file:

Nationwide Pro Tel - FL

tms:

FLi0400

Original Tariff forwarded to CUP. RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

10484 SEP 29 3

FPSC-COMMISSION CLERK



IXC REGISTRATION FORM

Nationwide Professional Teleservices, LLC Company Name:

Florida Secretary of State Registration

L04000058089

Fictitious Name(s) as filed at Fla. Sec. of

Not Applicable

State:

Company Mailing

Nationwide Professional Teleservices, LLC

Name:

Mailing Address:

14001 63rd Way

Clearwater, Florida 33760

Web Address:

Currently Under construction, will be www.professionalteleservices.com

Physical Address:

14001 63rd Way

Clearwater, Florida 33760

Company Liaison:

Sheri Lutich

Title:

President

Phone:

(800) 796-2502

Fax:

(727) 536-8368

E-mail address:

slutich@professionalteleservices.com

Consumer Liaison:

Brian Hild

Title:

Custom Service Manager

Company Name:

Nationwide Professional Teleservices, LLC

14001 63rd Way, Clearwater, Florida 33760

Phone:

877-819-3025

Fax:

727-536-8368

E-mail address:

customerservice@professionalteleservices.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.

Signature of Company Representative

Sheri Lutich, President

Printed/Typed Name of Representative

Date

Effective: 07/15/03

DOCUMENT NUMBER - DATE 10484 SEP 29 3

FPSC-COMMISSION CLER

Nationwide Professional Teleservices, LLC

Attachment I

Florida Secretary of State

- ,



Bebartment of State

I certify from the records of this office that NATIONWIDE PROFESSIONAL TELESERVICES, LLC, is a limited liability company organized under the laws of the State of Florida, filed on August 5, 2004.

The document number of this company is L04000058089.

I further certify that said company has paid all fees due this office through December \$1, 2004, and its status is active.

> Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighteenth day of August, 2004

CR2EO22 (2-03)

Leade E. Hood

Glenda H. Haod Secretary of State

Nationwide Professional Teleservices, LLC

Attachment II

Proposed Tariff

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

Nationwide Professional Teleservices, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Nationwide Professional Teleservices, LLC ("Nationwide Pro Tel") with principal offices located at 14001 63rd Way, Clearwater, Florida 33760. This tariff applies to 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.

Issued: September 29, 2004 Effective: September 29, 2004

Issued by:

CHECK SHEET

This tariff contains sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised sheets as named below comprise all changes from the original tariff.

SHEET	REVISION		SHEET	REVISION
1	Original	*		
2	Original	*		
3	Original	*		
4	Original	*		
5	Original	*		•
6	Original	*		
7	Original	*		
8	Original	*		
9.	Original	*		
10	Original	*		
11	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*	•	
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
21	Original	*		
	~			

^{*} Indicates new or revised sheet with this filing.

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Effective: September 29, 2004

TABLE OF CONTENTS

Title Sheet	Sheet Number
Check Sheet	2
Table of Contents	3
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Tariff Format	5
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Section 3 - Description of Service	17
Section 4 - Rates	20

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SYMBOLS

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

- D Delete or discontinue.
- Change resulting in an increase to a Customer's bill.
- M Moved from and to 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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. 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 sheet. 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 sheet in effect. Consult the check sheet for 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.(i). 2.1.1.A.1.(a).I.(i).

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 sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). 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.

Issued: September 29, 2004 Effective: September 29, 2004

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

FCC	Federal Communications Commission
FPSC	Florida Public Service Commission
IXC	Interexchange Carrier
LEC	Local Exchange Carrier

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

1.2 Definitions

Access Line - An arrangement which Nationwide Pro Tel the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Commission - The Florida Public Service Commission.

Company or Carrier - Nationwide Professional Teleservices, LLC unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

LEC - Local Exchange Company

Nationwide Pro Tel - Used throughout this tariff to refer to the Company, Nationwide Professional Teleservices, LLC

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Nationwide Pro Tel

Nationwide Pro Tel's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. Nationwide Pro Tel installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Nationwide Pro Tel within the state of Florida.

2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 Nationwide Pro Tel reserves the right to discontinue furnishing service 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 law.
- 2.3.3 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.
- 2.3.4 Nationwide Pro Tel reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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Effective: September 29, 2004

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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2.5 Payment and Credit Regulations

2.5.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.5.2 Deposits

The Company does not collect deposits from its Customers.

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Effective: September 29, 2004

2.5 Payment and Credit Regulations, (Cont'd.)

2.5.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.5.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

2.5.5 Returned Checks

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

2.5.6 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

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2.6 Refunds or Credits for Service Outages or Deficiencies

2.6.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control or is not in wiring or equipment, if any, furnished by the Customer and connected to Carrier's terminal.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.6.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code or utilizing the Customer's presubscribed carrier. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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2.8 Refusal or Discontinuance by Company

Nationwide Pro Tel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- **2.8.1** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.8.2 For use of telephone service for any purpose other than that described in the application.
- 2.8.3 For neglect or refusal to provide reasonable access to Nationwide Pro Tel or its agents for the purpose of inspection and maintenance of equipment owned by Nationwide Pro Tel or its agents.
- 2.8.4 For noncompliance with or violation of Commission regulation or Nationwide Pro Tel's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.8.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- **2.8.6** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Nationwide Pro Tel's equipment or service to others.

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2.8 Refusal or Discontinuance by Company, (Cont'd.)

- 2.8.7 Without notice in the event of tampering with the equipment or services owned by Nationwide Pro Tel or its agents.
- 2.8.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Nationwide Pro Tel may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **2.8.9** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling Nationwide Pro Tel's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.10 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

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Effective: September 29, 2004

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2.11 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.12 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers 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 service can be provided without undue risk.

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2.13 Individual Case Basis (ICB) Arrangements

2.13.1 General Description

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

2.13.2 Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. The ICB rates will be made a part of this tariff.

Issued: September 29, 2004 Effective: September 29, 2004

SECTION 3 - DESCRIPTION OF SERVICE

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3.		Genera	11

3.1.1 The Company provides telecommunications services between locations within the State of Florida as specified herein. The Company's service is available twenty-four hours per day, seven days a week.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

The Company does not rate calls based on mileage or distance.

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released by automatic timing equipment (or, in some instances, when the calling party initiates another call without hanging up).
- 3.3.3 Minimum call duration for billing purposes is thirty (30) seconds unless otherwise specified in the individual rate schedules of this tariff. Any partial thirty second increment is rounded up to a full increment.
- 3.3.4 Calls are measured and billed in six (6) second increments unless otherwise specified in the individual rate schedules of this tariff. Any partial six second increment is rounded up to a full increment.
- 3.3.5 The Company will not knowingly bill for incomplete calls.

3.4 Time-Of-Day Rate Periods

The company does not rate calls based on time of day.

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Effective: September 29, 2004

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Unlimited LD Service Plan

Unlimited LD Service Plan allows Customers to place an unlimited number of intrastate and interstate toll calls for a flat rate per month. Calls are placed via a toll free access number. The plan does not require that the Customer be presubscribed to the Company, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Subscriber. The plan's Monthly Recurring charge is debited as a preauthorized bank draft provided by the Customer at the time of subscription to the service. Customers may use the service at no charge for 14 days. After that trial period, billing will begin. Also included in the service is unlimited dial-up internet access and unlimited enhanced voicemail (1 mailbox).* Calls are placed over customer-provided telephone lines.

* Voicemail is an enhanced service and is not regulated by the Commission.

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SECTION 4 - RATES

4.1 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Nationwide Pro Tel will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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Issued by:

SECTION 4 - RATES, (CONT'D.)

4.2 Rates

Unlimited LD Service Plan

Rate per month:

\$39.95

Issued: September 29, 2004

Effective: September 29, 2004

Issued by: