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December 12, 2011

Ms. Beth W. Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Salak:

Enclosed for filing please find the following amended tariff pages for the Verizon Florida LLC Facilities for Intrastate Access Tariff, to take effect on January 1, 2012.

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These tariff pages reflect implementation of the intercarrier compensation regime for certain VoIP - PSTN traffic that was recently mandated by the Federal Communications Commission ("FCC") in its November 18, 2011 Report and Order and Further Notice of Proposed Rulemaking in WC Dockets No. 10-90, etc. In accordance with that Order, the new regime reflected in the enclosed tariff revisions will take effect January 1, 2012.

If you require additional information, please call Woody Simmons at (850) 222-6304.

Sincerely,

Woodrow J. Simmons
Legislative Director
Regulatory Affairs Florida

Attachments

WJS:rt

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(T)

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2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

2.3.6 Availability for Testing

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.7 Balance

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX).

2.3.8 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

2.3.9 References to Telephone Company

The customer may advise its end users that certain FIA are provided by the Telephone Company in connection with the service the customer furnishes to its end user; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

(D)

2.3.10 Claims and Demands for Damages

(T)

A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end users.

B. The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

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2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued) (N)

2.3.11 Coordination With Respect to Network Contingencies (M)(T)

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

(D)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (M)(C)

A. Scope (N)

(1) VoIP-PSTN Traffic is defined as traffic exchanged between a Verizon end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Verizon's applicable tariffed interstate switched access rates as provided in Tariff FCC 14.

C. Calculation and Application of Percent-VoIP-Usage Factor

Verizon will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (b), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a Verizon end user and the customer. The PVU will be derived and applied as follows.

(1) The customer will calculate and furnish to Verizon a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Verizon in the State, that (a) is sent to Verizon and that originated in IP format; or (b) is received from Verizon and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(N)

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2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

(N)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Continued)C. Calculation and Application of Percent-VoIP-Usage Factor (Continued)

- (2) Verizon will, likewise, calculate a factor (the "PVU-V") representing the percentage of Verizon's total intrastate and interstate access MOU in the State that Verizon originates or terminates on its network in IP format. This PVU-V shall be based on information, such as the number of Verizon's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (3) Verizon will use the PVU-C and PVU-V factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Verizon end user and the customer that is originated or terminated in IP format, whether at Verizon's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-V factor times (1.0 minus the PVU-C factor).
- (4) Verizon will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Verizon will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-V is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Verizon will bill 10% of the customer's intrastate access MOU at Verizon's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Verizon will bill 100% of the customer's intrastate access MOU at Verizon's applicable tariffed interstate switched access rates.

- (5) If the customer does not furnish Verizon with a PVU-C pursuant to the preceding paragraph 1, Verizon will utilize a PVU equal to the PVU-V.

(N)

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

(N)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Continued)D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in Verizon's billing systems by January 1, 2012, once the factor is available and can be implemented Verizon will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, Verizon will take the customer-specified PVU-C into account retroactively to January 1, 2012, provided that the customer provides the factor to Verizon no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-V, as specified in subsection (c)(5), above.

E. PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (c)(1), above. If the customer chooses to submit such updates, it shall forward to Verizon, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Verizon will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

F. PVU Factor Verification

Not more than twice in any year, Verizon may ask the customer to verify the PVU-C factor furnished to Verizon and customer may ask Verizon to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors.

(N)

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1.

(T)

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~~PETER A. DAKS~~ MICHELLE ROBINSON, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: February 6, 1996
ISSUED: November 20, 1995

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JOHN P. BLANCHARD MICHELLE ROBINSON, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: March 26, 2002
ISSUED: March 11, 2002

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2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

2.3.6 Availability for Testing

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.7 Balance

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX).

2.3.8 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

2.3.9 References to Telephone Company

The customer may advise its end users that certain FIA are provided by the Telephone Company in connection with the service the customer furnishes to its end user; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

~~2.3.10 (Reserved for Future Use)~~

(D)

2.3.11 Claims and Demands for Damages

(I)

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end users.

(B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

~~2.3.12 (Reserved for Future Use)~~

(D)

~~2.3.13 Coordination With Respect to Network Contingencies~~

(M)

~~The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.~~

~~2.3.14 (Reserved for Future Use)~~~~2.3.15 (Reserved for Future Use)~~

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

(N)

2.3.11 Coordination With Respect to Network Contingencies

(M)(T)

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

~~2.3.14 (Reserved for Future Use)~~

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2.3.15 Identification and Rating of VoIP-PSTN Traffic

(M)(C)

A. Scope

(N)

(1) VoIP-PSTN Traffic is defined as traffic exchanged between a Verizon end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Verizon's applicable tariffed interstate switched access rates as provided in Tariff FCC 14.

C. Calculation and Application of Percent-VoIP-Usage Factor

Verizon will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (b), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a Verizon end user and the customer. The PVU will be derived and applied as follows.

(1) The customer will calculate and furnish to Verizon a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Verizon in the State, that (a) is sent to Verizon and that originated in IP format; or (b) is received from Verizon and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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2. GENERAL REGULATIONS

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2.3 Obligation of the Customer (Continued)

(N)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factor (Continued)

(2) Verizon will, likewise, calculate a factor (the "PVU-V") representing the percentage of Verizon's total intrastate and interstate access MOU in the State that Verizon originates or terminates on its network in IP format. This PVU-V shall be based on information, such as the number of Verizon's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(3) Verizon will use the PVU-C and PVU-V factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Verizon end user and the customer that is originated or terminated in IP format, whether at Verizon's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-V factor times (1.0 minus the PVU-C factor).

(4) Verizon will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Verizon will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-V is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Verizon will bill 10% of the customer's intrastate access MOU at Verizon's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Verizon will bill 100% of the customer's intrastate access MOU at Verizon's applicable tariffed interstate switched access rates.

(5) If the customer does not furnish Verizon with a PVU-C pursuant to the preceding paragraph 1, Verizon will utilize a PVU equal to the PVU-V.

(N)

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Continued)

(N)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Continued)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in Verizon's billing systems by January 1, 2012, once the factor is available and can be implemented Verizon will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, Verizon will take the customer-specified PVU-C into account retroactively to January 1, 2012, provided that the customer provides the factor to Verizon no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-V, as specified in subsection (c)(5), above.

E. PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (c)(1), above. If the customer chooses to submit such updates, it shall forward to Verizon, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Verizon will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

F. PVU Factor Verification

Not more than twice in any year, Verizon may ask the customer to verify the PVU-C factor furnished to Verizon and customer may ask Verizon to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors.

(N)