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June 14, 2007

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

RE: **TL727** 

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of June 18, 2007. The Company's tariffs are available on its website at <u>www.embarq.com/tariffs</u>.

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This filing introduces Voice Business Continuity as a new offering, and provides business customers with the ability to establish predetermined alternate routing plans for incoming voice traffic, which can be used as a disaster recovery service.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please call Tamela Kelly at 850-599-1029.

Sincerely,

Mary L. Matthews

cc: Tamela Kelly Sandy Khazraee Attachments FL 07-28

> Mary L. Matthews TARIFF ANALYST II Voice: (913) 345-7721 Fax: (913) 345-6756 Mary.L.Matthews@embarq.com

By: F. B. Poag Director Third Revised Sheet 15 Cancels Second Revised Sheet 15 Effective: June 18, 2007

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# MISCELLANEOUS SERVICE ARRANGEMENTS

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SECTION A13

# MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY

#### 1. GENERAL

- a. Voice Business Continuity allows the subscriber to establish predetermined alternate routing plans for incoming voice traffic. Voice Business Continuity can be used as a disaster recovery service. The alternate routing plan, referred to hereafter as "Routing Plan," is created by the subscriber working with a Company representative when Voice Business Continuity is established. The Routing Plan is then loaded into the central office which serves the customer location, where it remains dormant until activated. This service is available with T1 based voice channel service such as ISDN-PRI II and Digital Trunking Service.
- b. The subscriber must establish a Routing Plan for each location included in the serving arrangement for which traffic is to be rerouted. The Voice Business Continuity subscriber must then contact the Company to activate the Routing Plan(s). This will route traffic to number(s) preselected\_by the Voice Business Continuity subscriber. In order to restore the original call routing, the subscriber must contact the Company to deactivate the alternate routing plan.
- c. Voice Business Continuity is designed to be a disaster recovery service and is not available for routine call routing such as after hours call forwarding. The Company reserves the right to deny activation if this service is used for non-emergency situations.

#### 2. DEFINITIONS

#### ARRANGEMENT

Consists of one or more Routing Plans that have been identified by the subscriber.

#### BACKUP NUMBER

The number that calls are rerouted to when the Routing Plan is activated.

#### REDIRECTED NUMBER

Any subscriber number at the customer location included in the Routing Plan for which incoming calls will be rerouted when the plan is activated.

#### ROUTING PLAN

The alternate call routing plan established by the subscriber that can be activated at the subscriber's request. The Routing Plan handles any quantity of telephone numbers at one customer location. Additional Routing Plans are required for each additional customer location.

By: F. B. Poag Director Original Sheet 127 Effective: June 18, 2007

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### MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

- 3. TERMS AND CONDITIONS
  - a. Voice Business Continuity is available where facilities or arrangements permit. The Company has the right to deny a request due to other operational priorities or the nature of the request.
  - b. The Voice Business Continuity subscriber must specify one or more primary points of contact and password which will be used by the Company representative to verify a request to activate, deactivate, or modify a subscriber's Routing Plan.
  - c. If the subscriber requests a Routing Plan with three or more Backup Numbers, requests assignment of a Redirected Number with more than one Backup Number, or requires that the Routing Plan handle more than twelve simultaneous calls to the Redirected Number, the Route Complexity Charge will apply. A Route Complexity Charge may also apply for other complex scenarios as identified by the Company. Provisioning of such requests is subject to approval of the Company and acceptance of the subscriber of the additional charge prior to provisioning by the Company.
  - d. A subscriber must identify one Backup Number for each Redirected Number in the Routing Plan or one Backup Number for multiple Redirected Numbers in the Routing Plan.
  - e. Upon request of the Voice Business Continuity subscriber, the Company will work with the subscriber to test the operation of the Routing Plan after initial establishment. Also upon request by the subscriber, the Company will test normal service before initiating recovery from an activated Routing Plan.
  - f. After initial establishment of the Routing Plan the subscriber may change the plan for a given location up to five times per contract year, at no charge. A Plan Update Charge will apply for all subsequent changes. Changes include, but are not limited to, adding or dropping a number or changing a Backup Number(s).
  - g. The Voice Business Continuity subscriber is responsible for payment of usage charges (toll, expanded local, or other) for each call routed to a subscriber location not included in the same local calling area as the original subscriber location.
  - h. Unless the Voice Business Continuity subscriber identifies a different Interexchange Carrier (IC) for any traffic routed to an out of LATA location, the Routing Plan will use their existing IC.
  - i. This service is not eligible for Suspension of Business and Residence Service (Vacation Service) as specified in Section 2 of this Tariff.

By: F. B. Poag Director Original Sheet 128 Effective: June 18, 2007

### MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

#### 3. TERMS AND CONDITIONS (Cont'd)

- j. Each of the Voice Business Continuity subscriber's Redirected Numbers must reside in a Company central office.
- k. The Voice Business Continuity subscriber is responsible in ensuring that the Backup Number(s) have adequate facilities to support the increase in call volume.
- I. The activated Routing Plan will remain active until the Voice Business Continuity subscriber requests to have original call routing restored.

#### 4. LIMITATION OF LIABILITY

The following provisions apply in addition to the Limitation of Liability provisions specified in Section 2 of this Tariff.

- a. Voice Business Continuity is intended to allow a subscriber to reroute incoming calls. It may provide help during some network affecting problems, such as a cut cable between the end office and the subscriber's location, by rerouting incoming calls to an alternate location. However, the Company does not guarantee the availability or reliability of Voice Business Continuity in the event of a network affecting disaster. In the event of a network affecting disaster, Voice Business Continuity may function normally, may not function at all, or it may function unpredictably depending on what part of the network is affected and how serious the affect is.
- b. Activation of subscriber plans will be performed on a first come, first served basis. When the subscriber requests that Voice Business Continuity be activated, every effort will be made to activate the service as rapidly as possible. However, the length of the delay between the time that the subscriber requests activation and the time that activation actually occurs depends on a number of factors including the number of other Voice Business Continuity activations being processed when a particular request is received as well as the network load at the time the Voice Business Continuity activation command is received. In the case of an area-wide crisis, if many subscribers call at the same time to request service activation, those calling last may have a considerably longer waiting period for activation to be completed. As a result, no representation is made as to the length of time it will take to implement a particular activation request.

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### MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

- 4. LIMITATION OF LIABILITY
  - c. In no event shall the Company, nor its agents, be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission, or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. Neither the Company, nor its agents, shall be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment, nor on equipment owned or leased by the subscriber.
  - d. Neither the Company, nor its agents, assume liability for any loss of revenues, increased costs, expenses, liabilities, or inconvenience experienced by the subscriber due to any unsatisfactory performance of Voice Business Continuity. Further, neither the Company, nor its agents, shall assume any liability for consequential, indirect, or incidental damages.

#### 5. RESTRICTIONS

A Voice Business Continuity alternate routing number cannot be a subscriber Redirected Number in another active routing plan within the LATA.

- 6. RATES AND CHARGES
  - a. Application of Rates
    - 1. The Voice Business Continuity Nonrecurring Charge and Monthly Rate apply for each Routing Plan established by the subscriber.
    - 2. The Route Complexity Charge may apply as deemed by the Company and is dependent upon the complexity of the Routing Plan. Charges will be communicated to and accepted by the customer prior to establishing the Routing Plan.
    - 3. A Voice Business Continuity monthly rate will apply per subscriber location based on the length of customer commitment will be 12, 24, 36, and 60 months. Subscribers who terminate prior to the expiration of the commitment period will incur termination charges. Termination charges will be calculated by multiplying the number of months remaining in the commitment period times 50 percent of the applicable monthly rate for each Routing Plan prematurely disconnected.
    - 4. The Plan Update Charge applies for subscriber-initiated changes to a Routing Plan in excess of the five changes allowed per contract year. Also, a subscriber may incur additional charges if requested changes to the Routing Plan warrant a Route Complexity Charge.

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**SECTION A13** 

## MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

- 6. RATES AND CHARGES (Cont'd)
  - a. Application of Rates (Cont'd)
    - 5. Customers who request activation of a Routing Plan within three business days of establishing the service will incur a Priority Setup Request Charge, although there is no guarantee that the Company will meet the requested date.
    - 6. Service Charges as specified in Section 4 of this Tariff will not apply.
  - b. Rates
    - 1. Voice Business Continuity, per subscriber location

		Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
	12 month rate 24 month rate 36 month rate 60 month rate	\$65.00 60.00 50.00 40.00	\$500.00 500.00 500.00 500.00
2.	Priority Setup Request Charge:		
			Nonrecurring <u>Charge</u>
			\$300.00
3.	Route Complexity Charge:		
			Nonrecurring <u>Charge</u>
			\$100.00
4.	Plan Update Charge:		
			Nonrecurring <u>Charge</u>
			\$100.00

By: F. B. Poag Director <u>Third</u> Second Revised Sheet 15 Cancels <u>Second</u> <del>First</del> Revised Sheet 15 Effective: <u>June 18, 2007</u> <del>February 16, 2006</del>

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By:

 F. B. Poag
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 Director
 Effective: June 18, 2007 June 30, 2006

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## MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY

### 1. GENERAL

- a. Voice Business Continuity allows the subscriber to establish predetermined alternate routing plans for incoming voice traffic. Voice Business Continuity can be used as a disaster recovery service. The alternate routing plan, referred to hereafter as "Routing Plan," is created by the subscriber working with a Company representative when Voice Business Continuity is established. The Routing Plan is then loaded into the central office which serves the customer location, where it remains dormant until activated. This service is available with T1 based voice channel service such as ISDN-PRI II and Digital Trunking Service.
- b. The subscriber must establish a Routing Plan for each location included in the serving arrangement for which traffic is to be rerouted. The Voice Business Continuity subscriber must then contact the Company to activate the Routing Plan(s). This will route traffic to number(s) preselected by the Voice Business Continuity subscriber. In order to restore the original call routing, the subscriber must contact the Company to deactivate the alternate routing plan.
- c. Voice Business Continuity is designed to be a disaster recovery service and is not available for routine call routing such as after hours call forwarding. The Company reserves the right to deny activation if this service is used for non-emergency situations.
- 2. DEFINITIONS

### ARRANGEMENT

Consists of one or more Routing Plans that have been identified by the subscriber.

### BACKUP NUMBER

The number that calls are rerouted to when the Routing Plan is activated.

### REDIRECTED NUMBER

Any subscriber number at the customer location included in the Routing Plan for which incoming calls will be rerouted when the plan is activated.

### **ROUTING PLAN**

The alternate call routing plan established by the subscriber that can be activated at the subscriber's request. The Routing Plan handles any quantity of telephone numbers at one customer location. Additional Routing Plans are required for each additional customer location.

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### MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

### 3. TERMS AND CONDITIONS

- a. Voice Business Continuity is available where facilities or arrangements permit. The Company has the right to deny a request due to other operational priorities or the nature of the request.
- b. The Voice Business Continuity subscriber must specify one or more primary points of contact and password which will be used by the Company representative to verify a request to activate, deactivate, or modify a subscriber's Routing Plan.
- c. If the subscriber requests a Routing Plan with three or more Backup Numbers, requests assignment of a Redirected Number with more than one Backup Number, or requires that the Routing Plan handle more than twelve simultaneous calls to the Redirected Number, the Route Complexity Charge will apply. A Route Complexity Charge may also apply for other complex scenarios as identified by the Company. Provisioning of such requests is subject to approval of the Company and acceptance of the subscriber of the additional charge prior to provisioning by the Company.
- d. A subscriber must identify one Backup Number for each Redirected Number in the Routing Plan or one Backup Number for multiple Redirected Numbers in the Routing Plan.
- e. Upon request of the Voice Business Continuity subscriber, the Company will work with the subscriber to test the operation of the Routing Plan after initial establishment. Also upon request by the subscriber, the Company will test normal service before initiating recovery from an activated Routing Plan.
- f. After initial establishment of the Routing Plan the subscriber may change the plan for a given location up to five times per contract year, at no charge. A Plan Update Charge will apply for all subsequent changes. Changes include, but are not limited to, adding or dropping a number or changing a Backup Number(s).
- g. The Voice Business Continuity subscriber is responsible for payment of usage charges (toll, expanded local, or other) for each call routed to a subscriber location not included in the same local calling area as the original subscriber location.
- h. Unless the Voice Business Continuity subscriber identifies a different Interexchange Carrier (IC) for any traffic routed to an out of LATA location, the Routing Plan will use their existing IC.
- i. This service is not eligible for Suspension of Business and Residence Service (Vacation Service) as specified in Section 2 of this Tariff.

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# MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

### 3. TERMS AND CONDITIONS (Cont'd)

- j. Each of the Voice Business Continuity subscriber's Redirected Numbers must reside in a Company central office.
- <u>k.</u> The Voice Business Continuity subscriber is responsible in ensuring that the Backup Number(s) have adequate facilities to support the increase in call volume.
- I. The activated Routing Plan will remain active until the Voice Business Continuity subscriber requests to have original call routing restored.
- 4. LIMITATION OF LIABILITY

The following provisions apply in addition to the Limitation of Liability provisions specified in Section 2 of this Tariff.

- a. Voice Business Continuity is intended to allow a subscriber to reroute incoming calls. It may provide help during some network affecting problems, such as a cut cable between the end office and the subscriber's location, by rerouting incoming calls to an alternate location. However, the Company does not guarantee the availability or reliability of Voice Business Continuity in the event of a network affecting disaster. In the event of a network affecting disaster, Voice Business Continuity may function normally, may not function at all, or it may function unpredictably depending on what part of the network is affected and how serious the affect is.
- b. Activation of subscriber plans will be performed on a first come, first served basis. When the subscriber requests that Voice Business Continuity be activated, every effort will be made to activate the service as rapidly as possible. However, the length of the delay between the time that the subscriber requests activation and the time that activation actually occurs depends on a number of factors including the number of other Voice Business Continuity activations being processed when a particular request is received as well as the network load at the time the Voice Business Continuity activation command is received. In the case of an area-wide crisis, if many subscribers call at the same time to request service activation, those calling last may have a considerably longer waiting period for activation to be completed. As a result, no representation is made as to the length of time it will take to implement a particular activation request.

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### MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

### 4. LIMITATION OF LIABILITY

- c. In no event shall the Company, nor its agents, be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission, or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. Neither the Company, nor its agents, shall be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment, nor on equipment owned or leased by the subscriber.
- d. Neither the Company, nor its agents, assume liability for any loss of revenues, increased costs, expenses, liabilities, or inconvenience experienced by the subscriber due to any unsatisfactory performance of Voice Business Continuity. Further, neither the Company, nor its agents, shall assume any liability for consequential, indirect, or incidental damages.

### 5. RESTRICTIONS

<u>A Voice Business Continuity alternate routing number cannot be a subscriber Redirected</u> Number in another active routing plan within the LATA.

- 6. RATES AND CHARGES
  - a. Application of Rates
    - 1. The Voice Business Continuity Nonrecurring Charge and Monthly Rate apply for each Routing Plan established by the subscriber.
    - 2. The Route Complexity Charge may apply as deemed by the Company and is dependent upon the complexity of the Routing Plan. Charges will be communicated to and accepted by the customer prior to establishing the Routing Plan.
    - 3. A Voice Business Continuity monthly rate will apply per subscriber location based on the length of customer commitment will be 12, 24, 36, and 60 months. Subscribers who terminate prior to the expiration of the commitment period will incur termination charges. Termination charges will be calculated by multiplying the number of months remaining in the commitment period times 50 percent of the applicable monthly rate for each Routing Plan prematurely disconnected.
    - 4. The Plan Update Charge applies for subscriber-initiated changes to a Routing Plan in excess of the five changes allowed per contract year. Also, a subscriber may incur additional charges if requested changes to the Routing Plan warrant a Route Complexity Charge.

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# MISCELLANEOUS SERVICE ARRANGEMENTS

### DD. VOICE BUSINESS CONTINUITY (Cont'd)

### 6. RATES AND CHARGES (Cont'd)

a. Application of Rates (Cont'd)

- 5. Customers who request activation of a Routing Plan within three business days of establishing the service will incur a Priority Setup Request Charge, although there is no guarantee that the Company will meet the requested date.
- 6. Service Charges as specified in Section 4 of this Tariff will not apply.
- b. Rates

#### 1. Voice Business Continuity, per subscriber location

	Monthly	Nonrecurring
	Rate	Charge
12 month rate	\$65.00	\$500.00
24 month rate	60.00	500.00
36 month rate	50.00	500.00
60 month rate	40.00	500.00

2. Priority Setup Request Charge:

Nonrecurring Charge

<u>\$300.00</u>

3. Route Complexity Charge:

Nonrecurring Charge

<u>\$100.00</u>

4. Plan Update Charge:

Nonrecurring Charge

<u>\$100.00</u>