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September 29, 2009

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:

Attached are revised tariff pages filed to become part of the Verizon Florida LLC General Services Tariff.

Section A13 Miscellaneous Service Arrangements

1st Revised Page 110

1st Revised Page 111

1st Revised Page 112

The purpose of this filing is to amend and to clarify specific terms for the Verizon Client Advantage Program (VCAP-R)

The proposed changes will:

- Terminate the VIP program and change the name of the VCAP-NR program to VBCAP.
- Allow Verizon to terminate the plan with ninety day notification to customers.
- Reduce the administration time of handling insignificant annual true ups.
- Clarify tariff language associated with implementing rebates and CTB and Commitment CTB.

If you require additional information, please call Demetria Clark at (850) 222-5479.

Sincerely,

David M. Christian  
Vice President  
Regulatory Affairs Florida

Attachments

DMC:rt

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

## A13.47 Verizon Client Advantage Program – Regulated Services

## .2 Regulations (Continued)

## b. Initial Eligibility Requirements

- (1) In order to be eligible for the VCAP-R Plan, the Customer must meet the requirements, as set forth below, during the Base Year.
  - (a) Between \$1.5 million and \$80 million of multi-state total (aggregate) Eligible CTB;
  - (b) A minimum of \$100,000 in multi-state, intrastate, intraLATA (aggregate) local and toll usage Eligible CTB.
- (2) If the Customer meets the initial eligibility requirements as set forth in 2.b.(1) preceding, the Customer may subscribe to the VCAP-R Plan by signing a VCAP-R agreement with the Telephone Company. Such agreement will contain a list of all of the Customer's billing telephone numbers. Customer may add, remove or change the billing telephone numbers only by submitting such additions, removals, or changes to the Telephone Company in writing. Any billing telephone numbers that are not listed in the agreement or added in accordance with this paragraph will not be included under this Plan.
- (3) An Affiliate customer that desires to subscribe to the VCAP-R Plan independent of its parent company or its other Affiliates may sign a VCAP-R agreement provided 1) the Affiliate's parent company or its other Affiliates meets the eligibility requirements set forth in 2.b.(1) preceding and also participates in the VCAP-R Plan, and 2) the Affiliate customer meets the eligibility requirement of a minimum of \$100,000 in multi-state, intrastate, intraLATA (aggregate) local and toll usage Eligible CTB.
- (4) Customers receiving discounts, credits, or other favorable rate treatment under: (1) a business trade association tariff or individual case basis arrangement; or (2) any other Telephone Company provided tariff, individual case basis or other customer specific pricing arrangement which provides discounts on a CTB or total billed revenue ("TBR") basis (collectively "TBR Plans") are not eligible to receive credits in the VCAP-R Plan. However, Customers subscribing to the Verizon Business Client Advantage Program for non-regulated services (VBCAP) are eligible to participate in the VCAP-R Plan. (C) (C) (C) (C)

Customers receiving discounts, credits, or other favorable rate treatment in exchange for revenue commitments for specific services or groups of services, but not on a CTB or TBR basis, are eligible to receive credits in the VCAP-R Plan.

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.47 Verizon Client Advantage Program – Regulated Services

.2 Regulations (Continued)

c. Terms and Conditions

(1) Renewal Period

The VCAP-R Plan is offered as a two year term Plan, with a one year renewal. At the end of the initial two year term, the VCAP-R Plan will be renewed automatically for the third year unless the Customer provides written notification of its intent to terminate the VCAP-R Plan no later than 90 days after the start of the third year.

(2) Termination By The Customer

(a) A Customer may terminate its VCAP-R agreement and cease to be a Customer under the VCAP-R Plan at any time during the term of the VCAP-R Plan for any reason, including but not limited to business downturn, by providing written notice of termination to the Telephone Company at least 30 days before the effective date of the termination. A Customer who terminates its agreement pursuant to this paragraph shall cease to receive VCAP-R credits as of the effective date of the termination. Subject to (2)(c) following a Customer that terminates its participation in the VCAP-R Plan may subscribe to the VCAP-R Plan again by satisfying the eligibility requirements as set forth in 2.b. preceding.

(b) Termination liability charges do not apply to the Customer's termination of the VCAP-R Plan.

(c) A Customer that terminates its participation in the VCAP-R Plan may not subscribe to the VCAP-R Plan again after the Customer's third such termination.

(3) Increases in CTB Categories

(a) If a Customer combines, by merger, acquisition of assets or equity, or otherwise, with a new entity that otherwise qualifies under the VCAP-R Plan, and the Customer and the new entity elect in writing to be treated as a single Customer for purposes of consolidating their Eligible CTB, the Telephone Company shall combine 100% of the Customer's Base Year Eligible CTB and 100% of the Base Year Eligible CTB of the new entity (or, if the new entity does not have Base Year Eligible CTB, then 100% of the most recent available annual Eligible CTB of the new entity) to obtain a single new combined Eligible CTB, which will produce a single new combined Customer Commitment that will apply prospectively to the single new combined Customer. Any such increase shall be made effective at the start of the next Measurement Period.

(b) If a Customer combines, by merger, acquisition of assets or equity, or otherwise, with a new entity, but the Customer and the new entity do not elect to be treated as a single new Customer for purposes of consolidating Eligible and Customer Commitment, and the new entity wishes to participate in the VCAP-R Plan, the new entity must meet the eligibility requirements set forth in 2.b. preceding of this tariff and must sign a VCAP-R agreement.

(4) Termination by the Telephone Company

(a) The Telephone Company may terminate the VCAP-R Plan upon providing written notice to Customers.

(b) Customers who continue to meet the requirements of the Plan will receive Rebates for 90 days following the Telephone Company's notice of termination of the Plan.

(N)  
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 (N)

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.47 Verizon Client Advantage Program – Regulated Services**

.2 Regulations (Continued)

d. Application of Credits

(1) If the Customer's Monthly Actual CTB meets or exceeds the Monthly Credit Trigger on a cumulative basis, the Customer will receive a credit by multiplying the Customer's State Specific Monthly Actual CTB by the applicable credit percentage set forth in A13.47.3 below, and applying the resulting credit amount to the Customer's State Specific Monthly Actual Credit CTB. Credits will be applied monthly and/or quarterly.

(2) If the Customer does not meet the Monthly Credit Trigger on a cumulative basis, the Customer will not receive a VCAP-R credit for that month. However, if the Customer generates sufficient Actual CTB during the Measurement Period so that the average Monthly Actual CTB meets the Monthly Credit Trigger, then the Customer will receive a VCAP-R credit for any month(s) in which the Customer did not originally qualify for a VCAP-R credit under d.(1) preceding.

(3) The Telephone Company will perform annual reviews to make any adjustments as necessary to conform to the rates, terms and conditions of the VCAP-R Plan. All adjustments equal to or greater than \$1.00 will be applied to each applicable Customer BTN. The Telephone Company is not required to apply any adjustment which is less than \$1.00. No interest will be paid in connection with the application of rebates. (C)

e. Reports

The Telephone Company shall provide monthly reports to the Customer providing information about the Customer's participation in the VCAP-R Plan. At the Telephone Company's discretion, such reports may be provided through various media including, but not limited to, paper or electronic media. The Telephone Company will provide the customer with instructions on how to access the various media.

f. CTB and Commitment CTB (N)

The CTB and Commitment CTB will be determined by the Telephone Company subject to Customer's inclusion of BTNs under the Plan. (N)

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

## A13.47 Verizon Client Advantage Program – Regulated Services

## .2 Regulations (Continued)

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(2) If the Customer meets the initial eligibility requirements as set forth in 2.b.(1) preceding, the Customer may subscribe to the VCAP-R Plan by signing a VCAP-R agreement with the Telephone Company. Such agreement will contain a list of all of the Customer's billing telephone numbers. Customer may add, remove or change the billing telephone numbers only by submitting such additions, removals, or changes to the Telephone Company in writing. Any billing telephone numbers that are not listed in the agreement or added in accordance with this paragraph will not be included under this Plan.

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(4) Customers receiving discounts, credits, or other favorable rate treatment under: (1) a ~~Volume Incentive Plan (VIP) business trade association~~ tariff or ~~VIP~~ individual case basis arrangement; or (2) any other Telephone Company provided tariff, individual case basis or other customer specific pricing arrangement which provides discounts on a CTB or total billed revenue ("TBR") basis (collectively "TBR Plans") are not eligible to receive credits in the VCAP-R Plan ~~in any jurisdiction where the Customer subscribes to such TBR Plans.~~ However, Customers subscribing to the Verizon Client Advantage Program for Non-Regulated Services (~~VBCAP-NR~~) are eligible to participate in the VCAP-R Plan.

Customers receiving discounts, credits, or other favorable rate treatment in exchange for revenue commitments for specific services or groups of services, but not on a CTB or TBR basis, are eligible to receive credits in the VCAP-R Plan.

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## .2 Regulations (Continued)

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## .2 Regulations (Continued)

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