



8140 Ward Parkway
P.O. Box 8417
Kansas City, MO 64114-0417
VIA AIRBORNE EXPRESS
January 27, 2000

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Harry S. Truman State Office Building
301 West High, Room 530
Jefferson City, MO 65102

RE: ASC Telecom, Inc.

Dear Mr. Roberts:

FILED
RECEIVED²

JAN 28 2000

Records
Public Service Commission

70-2000-464

Please find enclosed for filing the original and two copies of revisions to ASC Telecom, Inc. P.S.C. Mo. No. 1. The following tariff pages are being issued:

1st Revised Page 1	2nd Revised Page 12
1st Revised Page 2	2nd Revised Page 13
1st Revised Page 3	1st Revised Page 14
1st Revised Page 4	2nd Revised Page 15
1st Revised Page 5	3rd Revised Page 16
1st Revised Page 6	1st Revised Page 17
1st Revised Page 7	1st Revised Page 18
1st Revised Page 8	
1st Revised Page 9	
1st Revised Page 10	
1st Revised Page 11	

The purpose of this filing is to:

- 1). Reflect the provision of ASC Telecom Inc. services through the name change from ASC TELECOM, INC. to ASC TELECOM, INC. d/b/a AlternatTel;

Also enclosed is the Registration of Fictitious Name from the State of Missouri. Sprint respectfully requests this tariff filing become effective February 27, 2000. Acknowledgment and date of receipt of this transmittal letter are requested. A duplicate letter and postage-paid, pre-addressed envelope are enclosed for this purpose.

If you have any questions regarding this filing, please contact me at 888-251-7352- or 913-624-5981.

Sincerely,

LaTrisha C. Miles

LaTrisha Miles
State Tariff Analyst

Enclosures

200000665



State of Missouri

No. X **365271**

Rebecca McDowell Cook, Secretary of State

Corporation Division

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: Alternatel
 Missouri Business Address: 2330 Shawnee Mission Pkway
 (P.O. Boxes not accepted)
 City, State and Zip Code: Westwood KS 66205

The parties having an interest in the business, and the percentage they own are (if a 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%
ASC Telecom, Inc.,	2330 Shawnee Mission Parkway,	Westwood	KS66205	100%

(Must be typed or printed)

Return to: Secretary of State
 Corporation Division
 P.O. Box 778
 Jefferson City, Mo. 65102

Corp. 56 (12-94)

(Over)

FILED

DEC 19 1999

Rebecca McDowell Cook
 SECRETARY OF STATE

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual
Owners
Sign Here

{	X _____	X _____
	X _____	X _____
	X _____	X _____

The undersigned corporation has caused this application to be executed in its name by its President or Vice-President and its Secretary or Assistant Secretary, this 3rd day of December, 19 99

If
Corporation
is
Owner,
Corporate
Officers,
Executives
Here

ASC Telecom, Inc.

(Exact Corporate Title)

By Don A. Jensen
Don A. Jensen, Vice President & Asst. Secretary
By Michael T. Hyde
Michael T. Hyde, Vice President & Secretary

(Corporate Seal)
If no seal, state "none".

state of Kansas

County of Johnson

} ss

I, Reta M. Juiliano, A Notary Public, do hereby certify that on the 3rd day of December, 19 99, personally appeared before me Don A. Jensen and Michael T. Hyde, and being first duly sworn by me, acknowledged that they signed ~~as~~ ^{their} own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Reta M. Juiliano
Notary Public

My commission expires February 7, 2002

My county of Commission Johnson County, Kansas

P.S.C.MO.-No. 23

UNITED TELEPHONE COMPANY
OF MISSOURI D/B/A SPRINT

Original Adoption Notice Page

ADOPTION NOTICE

Effective July 5, 1996, United Telephone Company of Missouri registered the fictitious name Sprint. United Telephone of Missouri d/b/a Sprint hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by United Telephone Company of Missouri prior to September 9, 1996.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which the United Telephone Company of Missouri has heretofore filed with said Commission.

(N)

(N)

ISSUED:
August 8, 1996

BY: John L. Roe
Vice President - Carrier and Regulatory Services
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
September 9, 1996

12/02/99 THU 15:23 [TX/RX NO 9785]

Tariff Schedule
Applicable To
Interexchange Telephone Communications
of
ASC Telecom, Inc.

ISSUED:
1-27-00

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

EFFECTIVE:
2-27-00

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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify changed regulation or rate.
- (D) - To signify the Deletion/Discontinuance of rates, regulations, and/or text.
- (I) - To signify an Increase.
- (M)- To signify matter Moved/Relocated within the tariff with no change to the material.
- (N) - To signify New text, regulation, service, and/or rates.
- (R) - To signify a Reduction.
- (T) - To signify a Text Change in tariff, but no change in rate or regulation.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable for the furnishing of telecommunications services provided by ASC Telecom, Inc. between and among points within the state of Missouri.

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1-27-00

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2. TERMS AND CONDITIONS

2.1 DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Carrier - Company

The terms "Carrier and Company" refer to ASC Telecom, Inc. unless they refer specifically to the Local Exchange Company (LEC).

Day

The term "Day" denotes 8:00 a.m. to 4:59 p.m. local time at the originating terminal on Monday through Friday.

End User

Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Evening

The term "Evening" denotes 5:00 p.m. to 10:59 p.m. local time at the originating terminal on Sunday through Friday.

Holidays

The term "Holidays" denotes all Carrier specified holidays as follows: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday rates are equal to the Evening rates for the time period 8:00 a.m. to 10:59 p.m. and are at the Night rates from 11:00 p.m. to 7:59 a.m. on Monday through Friday. If the Holiday falls on a Saturday or Sunday, the Friday preceding the Holiday or the Monday following the Holiday is rated at ASC Telecom, Inc. Holiday rates.

Night/Weekend

The term "Night/Weekend" denotes 11:00 PM to but not including 8:00 AM local time at the originating city, any time on Saturday, and all day Sunday except 5:00 PM to but not including 11:00 PM.

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2. TERMS AND CONDITIONS (Continued)

2.2 UNDERTAKING OF THE CARRIER

ASC Telecom, Inc. undertakes to provide 24-hour intrastate, interstate and international long distance telephone service, subject to the availability of facilities, in accordance with the terms and conditions set forth in this tariff.

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2. TERMS AND CONDITIONS (Continued)

2.3 LIMITATION OF LIABILITY

.1 Liability of the Carrier

The liability of Carrier, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delay, errors, or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon Carrier. Carrier is not liable for the quality of service provided by any local exchange carrier. Carrier is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. Under no circumstances whatever shall Carrier or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages. Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders, labor problems, and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, Carrier shall not be liable for any failure of performance hereunder due to necessary network reconfiguration, system modifications due to technical upgrades, or regulations established or actions taken by any court or government agency having jurisdiction over Carrier.

.2 Overpayment

The Carrier shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow Carrier to verify such claim, is submitted within two (2) years from the date of the alleged overpayment.

.3 Disclaimer of Warranties

Except as expressly provided in this tariff, Carrier makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

.4 Refunds for Interruption or Impairment to Carrier Service

It shall be the obligation of the customer to immediately notify the Carrier of any service interruption.

2. TERMS AND CONDITIONS (Continued)

2.4 USE OF SERVICE

Neither subscribers nor their authorized users may use the services furnished by the Carrier for any unlawful purpose.

2.5 CUSTOMER APPLICATION FOR SERVICE

Service requests will be honored by telephone and/or through telephone confirmation with the local exchange company.

2.6 ESTABLISHMENT OF CREDIT

Carrier reserves the right to examine the credit record and check the references of all applicants and customers.

2.7 DEPOSITS AND ADVANCE PAYMENTS

Carrier does not collect deposits or advance payments at this time.

2.8 RENDERING AND PAYMENT OF BILLS

- .1 Billing periods are monthly.
- .2 The billing date is dependent on the billing cycle assigned to the customer.
- .3 Bills are due and payable as the Local Exchange Carrier dictates. Additional fees for late payment may be assessed as determined by the Local Exchange Carrier.
- .4 Bills may be paid by mail or in person at the business offices of the Local Exchange Carrier. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- .5 Carrier is not responsible for local telephone charges incurred by Customer in gaining access to Carrier's network.
- .6 Connection fees and usage and monthly access fees are billed in arrears.
- .7 The customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges.

2. TERMS AND CONDITIONS (Continued)

2.9 DISCONTINUANCE OF SERVICE

Service continues to be provided until canceled, by Customer, in writing, or until canceled by Carrier as set forth below.

- .1 Cancellation by Customer - Customer may have service discontinued 30 days after giving notice to Carrier. Carrier will hold customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until 30 days after the cancellation notice is received.
- .2 Cancellation by Carrier - Carrier may discontinue service or cancel any application for service pursuant to Commission rules.

2.10 CONTINUITY OF SERVICE

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the customer will be notified in writing, by mail, at least one week in advance.

2.11 DEMONSTRATION OF CALLS

From time to time the company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

2.12 FEES

No fees are collected from the end user in addition to the charges as specified in Section 4.

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2. TERMS AND CONDITIONS (Continued)

2.13 COMMISSIONS

No commissions are collected from the end user in addition to the charges specified in Section 4.

2.14 OPERATOR SERVICE PROVIDERS

- 1) Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
- 2) Carrier will advise the caller and billed party (if different from the end user) that ASC is the operator service provider at the time of the initial contact.
- 3) Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
- 4) Carrier will allow only tariff charges approved by the commission, or otherwise allowed by law for the provision of operator services, to appear on bills rendered by local exchange companies (LECs) on behalf of carrier and will not collect locations surcharges imposed by traffic aggregators.
- 5) Carrier will arrange for listing of its name on a LEC's billing of Carrier's charges, if the LEC has multi-carrier bill listing capability.
- 6) Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.

2. TERMS AND CONDITIONS (Continued)

2.15 OPERATOR SERVICE PROVIDERS (Continued)

- 7) Carrier will direct all "00-" emergency calls to the local exchange carrier (LEC), at not charge.
- 8) Carrier's contracts with traffic aggregators will contain provisions which:
 - (a) Prohibit the block of access to an end user's interexchange carrier of choice: and
 - (b) Provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

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3. SERVICE AND RATE DESCRIPTION

.1 ASC Telecom Debit Card Service#

The ASC Telecom Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over ASC Telecom'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 or until there are insufficient funds remaining to initiate an additional call, 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 ASC 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 ASC 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 ASC products.

Effective 6/21/98, ASC Telecom Debit Card will no longer be available to new customers.

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3. SERVICE AND RATE DESCRIPTION (Continued)

.1 ASC Telecom Debit Card Service (Continued)

.1 Original Purchase Debit Card Accounts

An ASC Telecom Debit Card account is established upon receipt of payment by the Company. When an original purchase 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. Original purchase accounts are available for use at the rates as set forth in section 4 of this tariff.

.2 Replenishment of Debit Card Accounts

An ASC Telecom Debit Card account may replenished via an "800" number. To replenish an existing Debit Card account, the customer must use a commercial credit card. The Company reserves the right to determine the acceptable types of credit cards. Replenished accounts are available for use at the rates as set forth in Section 4 of this tariff.

3. SERVICE AND RATE DESCRIPTION (Continued)

.2 Operator Services

.1 Description of Service

Operator Services are available from specific locations within the state, for a charge.

Access to Operator Service can be obtained by the following dialing methods.

- "00" from a telephone subscribed to ASC in a FGD area.
- "0 + (NPA-NXX-XXXX)" from a telephone subscribed to ASC in a FGD area.
- "10252" + "0" + from an ASC or non-ASC subscribed telephone in a FGD area.

The Directory Assistance Call Completion Charge applies to both ASC and non-ASC subscribers who access a ASC operator and request the operator to obtain a telephone number from D.A. and then have the operator complete the call to the requested number.

NOTE: If a ASC operator completes a call to the requested number, the Directory Assistance Call Completion Call Placement Charge (plus ASC usage charges) is applicable in lieu of a D.A. surcharge. When the call is not completed to the called party by the ASC Operator, the Station-to-Station Call Placement Charge and D.A. surcharge will apply.

4. USAGE RATES

.1 ASC Telecom Debit Card Service #

.1 Original Purchase Debit Card Accounts

<u>Card Value</u>	<u>Usage Rate</u>
\$05.00	\$.60
\$10.00	\$.58
\$20.00	\$.53
\$50.00	\$.45

.2 Replenishment of Debit Card Accounts

<u>Card Value</u>	<u>Usage Rate</u>
\$05.00	\$.60
\$10.00	\$.58
\$20.00	\$.53
\$50.00	\$.45

Effective 6/21/98, ASC Telecom Debit Card will no longer be available to new customers.

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4. USAGE RATES (Continued)

.2 Operator Services

Operator Services are available twenty-four (24) hours a day, seven (7) days a week. Calls that begin in one rate period and terminate in another rate period will be prorated accordingly.

.1 Option A

.1 Call Placement Charges

Call placement charges apply in addition to the Operator Services per-minute usage rates above.

		<u>Call Placement Charge</u>
		(Applied to the first minute of each call)
.1	Collect Station-to-Station	\$2.25
.2	Collect Person-to-Person	\$4.90
.3	Person-to-Person	\$4.90
.4	Station-to-Station	\$2.25
.5	LEC Calling Card* Station-to-Station	
	.1 Customer Dialed	\$1.20
	.2 Operator Dialed	\$2.25
.6	LEC Calling Card* Person-to-Person	\$4.90
.7	Third Party Station-to-Station	\$2.25
.8	Third Party Person-to-Person	\$4.90
.9	Operator Dialed Surcharge**	\$1.15
.10	Directory Assistance Call Completion	\$2.25
.11	Busy Line Verification***	\$6.50
.12	Emergency Interruption***	\$6.50

* ASC Telecom, Inc. accepts only cards which it can identify as valid. Usage and Call Placement Charges for LEC Calling Card calls appear on the LEC bill for both ASC Telecom, Inc. and non-ASC Telecom, Inc. subscribers.

** This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 10252 + "0" to reach the ASC Telecom, Inc. operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the customer due to equipment failure or trouble on the ASC Telecom, Inc. network; or 2) when a LEC Calling Card is used from a payphone.

*** The Busy Line Verification charge applies when ASC Telecom, Inc. provides operator assistance to determine if there is an ongoing conversation at a called station. The emergency Interruption surcharge applies in addition to the Busy Line Verification charge when ASC Telecom, Inc. provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

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4. USAGE RATES (Continued)

.2 Operator Services

.1 Option A (Continued)

.2 Per-Minute Rates*

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
1-10	.1100	.0880	.0715	.0900	.0720	.0585
11-14	.1500	.1200	.0975	.1300	.1040	.0845
15-18	.1773	.1440	.1170	.1600	.1280	.1040
19-23	.1995	.1560	.1295	.1695	.1355	.1105
24-28	.2112	.1668	.1403	.1695	.1355	.1105
29-33	.2112	.1668	.1403	.1733	.1388	.1172
34-40	.2333	.1740	.1473	.2050	.1616	.1282
41-50	.2333	.1740	.1490	.2133	.1616	.1308
51-60	.2433	.1870	.1567	.2250	.1659	.1358
61-80	.2567	.1887	.1603	.2350	.1739	.1397
81-100	.2633	.1990	.1630	.2342	.1765	.1482
101-125	.2933	.2010	.1690	.2450	.1914	.1510
126-150	.3033	.2157	.1813	.2650	.2095	.1627
151-190	.3133	.2257	.1880	.2767	.2154	.1684
191-300	.3233	.2323	.1947	.2850	.2230	.1782
301-430	.3733	.2913	.2370	.3367	.2582	.2083
431+	.3733	.2913	.2370	.3367	.2582	.2083

*Each fractional call is rounded up to the next minute.

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5. PROMOTIONAL OFFERINGS

The Carrier may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations, subject to prior notification and approval by the Missouri P.S.C.

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