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Arizona Corporation Commission

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Director Utilities

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Mr. Ernest Johnson
Director of Utilities
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

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Re: Designation of Alltel Communications, Inc. as an Eligible Telecommunications Carrier Pursuant to Section 214(e)(2) of the Communications Act of 1934, Docket No. T-03887A-03-0316

Dear Mr. Johnson:

Alltel Communications, Inc. ("Alltel") submits this letter in further response to Commission Decision No. 67403 in Docket No. T-03887A-03-0316 wherein the Commission designated Alltel as an Eligible Telecommunications Carrier ("ETC") for purposes of receiving federal universal service support ("USF") in Arizona ("Decision No. 67403"). Alltel desires to update the Commission of its recent activities in Arizona in regard to this docket and its activities as an ETC in Arizona.

The Commission's designation of Alltel was contingent upon its acceptance of certain conditions in the designation Order. In the Order, under the section identified as "Conditional Approval" on page 22 in paragraphs 69-72, it repeatedly states that the designation is "[c]onditioned on Alltel's agreement to comply." After carefully reviewing the conditions and evaluating the Company's ability to properly comply with each one, Alltel submitted a letter to the Commission dated December 15, 2004. In this letter Alltel explained the impact of these conditions on its business, and advised that given its operating capabilities at the time, it was unable to satisfactorily support these conditions.

Subsequent to Decision No. 67403, and Alltel's December 15, 2004 letter, no action has occurred in Docket No. T-03887A-03-0316 and Alltel has not pursued or received ETC funds pursuant to the designation.

Recently, several important developments occurred relevant to the ETC designation. On March 17, 2005, the FCC issued new ETC requirements setting forth new and clarifying prior requirements for carriers seeking ETC designation.¹ This FCC

¹ In the Matter of Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) ("FCC Order").

Order and the adoption of the FCC recommendations by various states in which Alltel is an ETC, resulted in Alltel revising certain internal ETC-related operations so as to be able to comply with the new FCC rules. A second development occurred on August 1, 2005, when Alltel completed its acquisition of Western Wireless Corporation. Western Wireless had received multiple ETC designations, and also had a pending application for ETC designation before this Commission.² While the Western Wireless application remains pending today, the Western Wireless recommended order would incorporate the FCC's March 17, 2005 ETC recommendations as conditions of that approval rather than the conditions of Decision No. 67403. In connection with the WWC Recommended Order, Alltel and Commission Staff began new discussions regarding Decision No. 67403.

As a result of these changes, and in light of its discussions with Staff, Alltel is now able to comply with the conditions provided in Decision No. 67402 as specified in the attached compliance tariff and filing.

Therefore, in accordance with the attached compliance filing, Alltel withdraws its December 15, 2004, letter and agrees to comply with the conditions of the ETC designation established in Decision No. 67403.

Alltel hereby submits to the Enforcement Bureau its compliance filings pursuant to the Decision No. 67403. The compliance filing includes an Informational Tariff of the Company's service offerings as an ETC in Arizona, an advertising plan for its Lifeline and Link-up services, and various maps of its ETC service area. Also included is an affidavit for certification in 2006. These items, together with this letter, should resolve any outstanding compliance items associated with Decision No. 67403 and Alltel's ETC designation.

As Commission acceptance and approval of the compliance filing, Alltel requests the Commission send a letter to the Universal Services Administration Company (USAC) indicating that Alltel is certified for 2006 and authorized to begin receiving federal USF support in the wire centers identified in Decision No. 67403. This letter will authorize USAC to immediately begin issuing USF support to Alltel in 2006. The Company is only seeking USF support for the remaining portion of 2006. Alltel will not seek USF support for the period between the date of Decision No. 67403 to the present. Alltel will soon be submitting its annual certification filing to this Commission for receipt of USF support for the 2007 calendar year.

Alltel wishes to express its appreciation to this Commission for its patience and cooperation in this matter. Alltel is committed to the principles of universal service and bringing expanded wireless service to its customers in rural and non-rural Arizona. The Company looks forward to a cooperative and successful relationship with its customers and the Commission as an ETC in Arizona.

² *In the Matter of the Application of WWC License LLC ("Western Wireless Corporation") For Designation as an Eligible Telecommunications Carrier and Redefinition of Rural Telephone Company Service Area, Docket No. T-04248A-04-0239.*

Should you have any questions, please contact me at (602) 452-8444 or via email at Nathan.Glazier@Alltel.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Glazier". The signature is fluid and cursive, with the first name "Nathan" written in a larger, more prominent script than the last name "Glazier".

Nathan Glazier
Southwest Regional Manager, External Affairs
Alltel Communications, Inc.

Cc: Brian Bozzo, Compliance Manager
With Attachments

Brian McNeil, Executive Director
Without Attachments

INFORMATIONAL TARIFF
APPLICABLE TO
USF SUPPORTED WIRELESS SERVICES OF ALLTEL
WITHIN RURAL AND NON-RURAL
TELEPHONE COMPANY SERVICE AREAS

ISSUED BY
ALLTEL COMMUNICATIONS, INC.

Arizona Corporation Commission
Arizona Tariff C.C. No. 1
USF Supported Wireless Services

APPLICATION OF TARIFF

This tariff is for informational purposes and is the compliance filing containing the Company's practices, regulations, rates and charges applicable to the Company's Universal Service Fund ("USF") Supported Wireless Services in the areas in Arizona for which the Company is designated as an Eligible Telecommunications Carrier ("ETC").

This informational tariff is provided as the compliance filing of Alltel in response to the Commission Decision No 67403 dated November 2, 2004 in Docket No. T-03887A-03-0316 (the "Order"). Rules of the Commission referenced in the Order, and the Order shall be applicable to the Company and its services only to the extent consistent with the provisions of this tariff. Alltel is exempt from tariffing requirements pursuant to 47 U.S.C. § 332(c)(3), and submits this Informational Tariff for the exclusive purpose of establishing ETC designation practices. The rates, terms and conditions herein are subject to change by the Company.

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 a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "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 rate "Reduction."
- T - To signify a "Text Change" in tariff, but no change in rate or regulation.
- Z - To signify a correction.

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

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1. Applicable Service Territory

The territory to which this Tariff applies includes the portions of the rural and non-rural Telephone Company wire centers set forth in Appendix 1 hereto. The provisions of this Tariff do not apply to the wireless service offerings provided outside the wire centers identified in Appendix 1. An ETC service area map is included in Appendix 2.

2. General Regulations

2.1 Scope

- A. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- B. The Company's services are available for use twenty-four hours per day, seven days per week, subject to transmission, atmospheric and topographic conditions. The Company reserves the right to limit the length of communications or to discontinue furnishing service to the customer without advance notice because of the lack of transmission medium capacity, the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of service, or any cause beyond its control.
- C. The Company will generally advertise the availability of its ETC services and Lifeline and Link-up services in media of general circulation. Such advertising need not focus on any particular rate plan, but will make the Company's offerings known to the general public.
- D. Public information and reports filed by the Company with the FCC and other agencies are not filed the Arizona Corporation Commission, but will be available upon reasonable request.

2.2 Terms and Conditions

- A. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the services and the terms and conditions under which service shall be furnished. Customers will also be required to execute any other documents as may be reasonably requested. The terms and conditions specified in such written agreements or other documents shall prevail over any terms and conditions specified in this Informational Tariff that may differ or in circumstances not addressed by this Informational Tariff.
- B. Except as otherwise stated at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated in accordance with the terms and conditions of service. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2. General Regulations (Continued)

2.3 Limitation of the Company's Liability

- A. The liability of the Company for damages arising directly or indirectly out of the furnishing of services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any, for interruption. Any credit for interrupted services will be no greater than the monthly recurring charge. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- B. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

2. General Regulations (Continued)

2.3 Limitation of the Company's Liability (Continued)

- D. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.
- E. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions of this Tariff.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.
- G. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the use of the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's 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 services 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 tortious conduct of the Company, its officers, agents or employees.
- H. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.
- I. The Company is not liable for any damages, including usage charges, the customer may incur as a result of the unauthorized use or misuse of the Company's services or the customer's equipment. This unauthorized use or misuse includes, but is not limited to, the placement of calls through the customer's equipment or by the customer's employees, third parties, or the public.
- The Company does not warrant or guarantee that it can prevent unauthorized use or misuse, and the customer is responsible for controlling access to, and use of its equipment and services.
- J. The Company shall not be liable for damages resulting from delays in meeting any service dates.
- K. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2. General Regulations (Continued)

2.3 Limitation of the Company's Liability (Continued)

2.3.1 N11 Liability

- A. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
1. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
 2. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment furnishing this service; or
 3. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- B. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.
- C. When a Customer places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber's service for non-payment.

2. General Regulations (Continued)

2.4 Prohibited Uses

- A. The services and equipment the Company offers shall not be used in any unlawful, fraudulent and abusive manner.
- B. The Customer may not resell or lease the Company's services or equipment to any other, person, firm, corporation or government entity.
- C. A Customer may not use the services so as to interfere with or impair service over any associated equipment, or so as to impair the privacy of any communications over such associated equipment.
- D. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- E. The Company may, without obtaining any further consent from the customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

2.5 Obligations of the Customer

2.5.1 Customer Responsibilities

- A. The Customer is responsible for the payment of all applicable charges as set forth in the terms of their agreement.
- B. The Customer must be at least 18 years old to subscribe to the Company's Services. The Company may require the Customer to provide proof of age and identity. Persons under 18 years old may be eligible for certain services that have Account spending limits, provided that another person 18 years or older is named as a subscriber on the account and that subscriber agrees to abide by the terms and conditions as set forth in the customers agreement.
- C. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies with respect to the invoice within 60 days of the invoice date. The customer must notify the Company of any disputed charges by contacting the Company at 1 800-alltel-1 (1-800-255-8351) or in accordance with the disputed invoice procedures listed on the customer's invoice. Calls to the Company's general business offices or sales offices are not considered notice of disputed charges.

2. General Regulations (Continued)

2.5 Obligations of the Customer (Continued)

2.5.2 Claims

- A. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement, and proprietary or intellectual property rights of third parties arising from use of equipment or services the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- B. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.6 Application for Service

2.6.1 General

- A. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the services and the terms and conditions under which service shall be furnished. Customers will also be required to execute any other documents as may be reasonably requested.

2. General Regulations (Continued)

2.6 Application for Service (Continued)

2.6.1 General (Continued)

- B. Requests from Customers for additional services or equipment may be made orally or in writing and, upon approval or installation of the service, become part of the original contract, except that each such additional item or service is subject to the appropriate rates, terms and conditions then in effect.
- C. The Company, among other reasons, reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.
- D. The Company's services may be canceled, for nonpayment of uncontested bill charges or for other violations of the Customer's agreement.

2.6.2 Customer Agreement

Customers may be eligible for either a fixed length service ("Term Service Plan") or for a month-to-month service ("Non-Term Service Plan") and either may be on a prepay or post pay basis. Unless otherwise specified, Customers must maintain service with the Company for the length of the Term Service Plan. An Early Termination Fee may apply if a customer cancels service before the end of Term Service Plan. [See 2.10 Termination of Service.]

If the Company materially modifies the terms of the Customer's agreement and those modifications adversely affect the Customer, the Customer, subsequent to receipt of notification to Customer and Commission, may terminate the agreement without incurring an Early Termination Fee by contacting the Company within 30 days after the modifications become effective.

2.7 Explanation of Charges

- A. The Customer will be charged for an outgoing call from when the call is initiated (typically when the Customer presses the "SEND" key) until the time the Customer terminates the call (typically when the Customer presses the "END" key) or until the network connection is broken.
- B. Customers will be charged peak rates for the entire duration of calls initiated or received during the peak period and will be charged off-peak rates¹ for the entire duration of calls initiated or received during the off-peak period. Unused plan minutes are not carried over to subsequent monthly billing cycles.

¹ Off-peak rates are applied to calls made Mon. – Thurs. between 9 pm and 6:59 am. See www.alltel.com.

2. General Regulations (Continued)2.7 Explanation of Charges (Continued)

- C. In addition to usage charges, the customer may be charged for monthly recurring service charges, applicable local and long distance toll charges and other usage charges including but not limited to, voicemail access, call waiting, call forwarding, connection fees, roaming charges, directory assistance, surcharges related to governmental programs and taxes.
- D. Charges for most services are incurred in one-minute increments, unless specified in the Customer's agreement, with partial minutes of use rounded to the next minute. The customer is responsible for payment of each invoice by the specified due date, for all charges for services provided to the number for each phone or other device that the Company's records show that the Customer activated, regardless of who uses or has possession of the phone or other device at the time services are provided.

2.8 Payment Arrangements2.8.1 General

- A. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services regardless of who uses or has possession of the phone or other device at the time services are provided.
- B. The Customer shall pay the amount(s) as specified for the Service Plan subscribed to for the services provided. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- C. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 60 days of the date of the invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of services during the period in question for billing purposes.
- D. The Company will not prorate the monthly recurring charge for services that are terminated by the Company or the Customer before the end of the current invoicing cycle, and the Customer will not receive a credit or refund for any unused minutes remaining in the Customer's Service Plan.

2. General Regulations (Continued)ISSUED: August 25, 2006State Tariffs
One Allied Drive
Little Rock, Arkansas 72202EFFECTIVE:

2.8 Payment Arrangements (Continued)

2.8.2 Billing and Collection of Charges

- A. Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge will be applied if payment is not received by the Company on or before the due date.
- B. For Customers who have authorized payment for services and equipment by credit card or electronic form of payment for services or equipment provided, the Company is not required to provide notice or obtain consent before invoicing the credit card or debiting the bank account for all amounts due to the Company or billed by the Company on behalf of a third party.

2.8.3 Account Spending Limit

The Company will inform the Customer if services are to be provided using an Account Spending Limit and the Account Spending Limit amount before services are initiated, or as reasonably practical after the limit is imposed. The Company may require the Customer provide a deposit for the customer to establish or maintain service on an Account Spending Limit basis. The Company will hold the deposit as a partial guarantee of payment for services provided. Charges for services provided accrue against the Account Spending Limit as they incur.

The Company may suspend services without prior notice when the Customers account balance reaches the Account Spending Limit. The Company will restore service to the Customer, when the Customer has paid all applicable charges and paid a specified minimum amount to reduce the account balance below the Account Spending Limit.

2.8.4 Reserved For Future Use

2.8.5 Late Payment Charge

A late payment charge of 1.5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

A Customer shall not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

If the Customer's service has been suspended due to nonpayment, the customer may be required to pay a reactivation fee specified by the Company before service is resumed.

2. General Regulations (Continued)

2.8 Payment Arrangements (Continued)

2.8.6 Deposits

The Company may, in order to safeguard its interest, require a Customer (excluding Lifeline Customers) to make a suitable deposit to be held by the Company as a guarantee of the payment of charges or for service. The Company may change the deposit amount at any time to reflect revised estimated monthly charges based upon the Customer's usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time the Company will hold the deposit and changes to the deposit amount are determined based on the Customer's credit score, credit and payment history, but in no event will an individual Customer's deposit requirement exceed \$1000.00, nor will the Company hold the deposit for longer than one year if the Customer maintains a continual timely payment history with Company. If services are terminated for any reason, the Company may, without notice to the Customer, apply the deposit toward payment of outstanding charges and return any excess to the Customer at the last known address within 75 days after termination of services. If the U.S. Postal Service cannot deliver the money to the Customer and returns it to the Company, the Company will hold it for the Customer for one year from the date of return and, during that period, the Company may charge a reasonable servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for the Customer's benefit. The Customer forfeits any portion of the money left after the one-year period.

2.8.7 Credit

The Customer must have and maintain satisfactory credit to receive and continue to receive services provided by the Company. The Company will verify the Customer's creditworthiness before service is initiated and may verify continued creditworthiness at anytime while the Customer continues to subscribe to the Company's services. Credit verification may include a review of the Customer's credit reports that the Company obtains from credit bureaus. If the Company determines that payment for services may not be made by the Customer, the Company may at its discretion suspend service and require that the Customer provide payment on the account or a guarantee of payment before Company resumes service.

2.8.8 Phone Activation Fee

The Company may require the Customer to pay a non-refundable phone activation fee when the Customer activates a new number, switches the number to a different phone, have the existing number changed, the Company activates a different phone on the Customer's existing account or in accordance with the terms and conditions as set forth in the Customer's agreement.

2. General Regulations (Continued)

2.9 Non-Sufficient Funds

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

2.10 Termination of Service

- A. Non-Term Service Plan Customers may terminate their service at any time by providing the Company with notice either orally or in writing. If a Customer subscribes to a Term Service Plan and that Customer terminates service before the end of the term, or if the Company terminates service for cause before the expiration of the specified Term Service Plan, the Customer will be required to pay the Early Termination Fee as specified in the Customer's Term Service Plan agreement.
- B. The Company may terminate or suspend service to Customers, regardless of whether they are subscribed to a Non-Term or Term Service Plan without liability for the following:
 1. The Customer breaches any provision of the agreement including, but not limited to, nonpayment of charges for services furnished.
 2. Failure by the Customer to pay any charges due to the Company for equipment or service as specified in the Customer's Service Plan agreement.
- C. The Company will not prorate the monthly recurring charge for services that are terminated by the Company or the Customer before the end of the current invoicing cycle, and the Customer will not receive a credit or refund for any unused minutes remaining in the Customer's Service Plan.
- D. The Company will waive the Early Termination Fee if a Customer subscribing to a Term Service Plan terminates the plan in accordance with the return policy associated with the Term Service Plan.

2. General Regulations (Continued)

2.11 Taxes, Fees and Surcharges

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, surcharges or local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

2.12 Coverage

The Company's services are only available within the operating range of the Company network. Coverage is not available everywhere. Coverage and quality of the Company's services may be affected by conditions beyond the Company's control, including network problems, signal strength, the Customer's equipment, and atmospheric, geographic, or topographic conditions. The Company does not guarantee service availability or interruption in delays in services (e.g. dropped calls, blocked calls, etc.).

3. Lifeline Assistance Program

3.1 Federal Lifeline Program

The Lifeline Program is intended to increase the availability of telecommunications services to low income customers by providing a credit to monthly recurring service for qualifying customers. Lifeline discounts are available for one subscriber per household at the subscriber's principal place of residence. Basic terms and conditions are in compliance with the Federal Communications Commission's ("FCC") orders, rules, regulations, and policies.

3.2 Lifeline Services

Additional information, including the rates and charges for Lifeline services can be found at www.alltel.com/lifeline. Lifeline and Link-Up Wireless Service Plans includes, at a minimum, the following services:

1. Access to the Public Telephone Network, Single-Party Service and Local Usage.
2. Dual-Tone Multi-Frequency ("DTMF") Signaling or its Functional Equivalent.
3. Access to Emergency Services/911.
4. Access to Long Distance, except that 900 numbers shall not be accessible.
5. Access to Directory Assistance.
6. Access to Operator Services.
7. Toll Limitation at no additional charge.

3. Lifeline Assistance Program (Continued)

Additional services such as Voicemail, Caller ID, Three-Way Calling, Call Waiting and Call Forwarding are also available to Lifeline Customers for an additional monthly charge.

3.3 Supported Amount

The Lifeline Assistance Program is supported by the Federal Universal Support Mechanism and is designed to increase the availability of telecommunications services to low income subscribers by providing a credit for monthly recurring service to qualifying residential subscribers. Basic terms and conditions are in compliance with the Telecommunications Act of 1996. Federal Lifeline support of \$6.50 is available for each Lifeline Service and is passed through to the subscriber. Supplemental Federal Support of \$1.75 is available for a total credit of \$8.25 each month per qualifying subscriber.

Tribal Lifeline provides an additional baseline Federal support of up to \$25.00, in addition to the Federal support of \$8.25 for eligible customers living on reservations as defined by the Bureau of Indian Affairs (BIA) regulations. The monthly recurring service charge may not fall below \$1.00.

3.4 Link-Up Program

The Link-Up Program is a connection assistance plan that provides reduced charges for qualifying customers for access to the network. Alltel offers a one-time waiver of the activation fee to qualifying customers through its Link-Up Program. Only one Link-Up credit is available to each qualifying household.

Customers who qualify for Tribal Lifeline are eligible to receive an additional expanded Link-Up benefit of up to \$70.00, in addition to the Link-Up credit. Alltel offers a one-time waiver of the activation fee to qualifying customers through its Link-Up program.

3.5 Eligibility for Lifeline and Link-Up Services

A. Federal and State Eligibility Requirements

A single low-income credit is available for each household and is applicable to a single wireless phone only. The named customer must be a current recipient of any of the following low-income assistance programs: Medicaid; Food Stamps; Supplemental Security Income; Federal Public Housing Assistance; National School Lunch Program's free lunch program; Temporary Assistance for Needy Families ("TANF"), Low-Income Home Energy Assistance Program (LIHEAP), or the Arizona State Children's Health Insurance Program ("Kids Care"). Additionally, if a consumer is not a participant and receiving benefits from the above-described programs, then he/she may qualify for Lifeline reduced rate services if the total annual household income is at or below 150% of the federal poverty guidelines as detailed on the carrier's self-certification form.

3. Lifeline Assistance Program (Continued)3.5 Eligibility for Lifeline and Link-Up Services (Continued)B. Tribal Lifeline/Linkup

A single low income credit is available for each household and is applicable to a single wireless phone. The named customer must live on a reservation and participate in any of the above-listed programs or one of the following programs: Bureau of Indian Affairs General Assistance Program, Tribally Administered Temporary Assistance for Needy Families block grant program, Head Start programs (only for those meeting its income qualifying standard), or National School Lunch Program's free lunch program.

C. Self-Certification and Verification

Each Lifeline, Tribal Lifeline or Link-Up customer must certify in writing to the Company, under penalty of perjury, that he/she receives benefits under one or more of the programs set forth in Section 3.5. A or B hereof, above, and must, on the same document, agree to notify the Company if he/she ceases to participate in one or more of the programs. The certification form shall conform to the requirements described herein and shall be made available upon request to any customer. The Company shall retain all such customer certifications in order to furnish proof of customer eligibility as may be required from time to time by Universal Service administrators. A subscriber to Lifeline Assistance may not be a dependent for Federal Income Tax purposes unless he/she is more than 60 years old.

- (1) Supporting documents for Customer Certification must include one of the following: (a) prior year's state, federal, or tribal tax return; (b) current income statements from an employer or paycheck stub; (c) a Social Security statement of benefits; (d) a Veterans Administration statement of benefits; (e) a retirement/pension statement of benefits; (f) an Unemployment/Workman's Compensation statement of benefits; (g) Bureau of Indian Affairs (BIA) general assistance program; (h) a divorce decree or child support document. If Customer chooses to submit anything other than the prior year's income tax return, Customer must then present three consecutive months of the alternate supporting documentation selected that is within the most recent twelve consecutive months.
- (2) Verification of Customer continuing eligibility shall be via statistically valid sampling performed by the Company on an annual basis.
- (3) Records will be maintained by the Company in accordance with Arizona Corporation Commission ("ACC") Decision No. 67941 and paragraphs 38 and 39 of FCC Order No. 04-87.
- (4) A Customer is not eligible for Lifeline Assistance from the Company if Customer is currently receiving Lifeline credit for services provided by another Eligible Telecommunications Carrier.

D. Toll Blocking

The Company offers toll blocking free of charge to qualifying Lifeline Customers.

3. Lifeline Assistance Program (Continued)

3.6 Other Terms and Conditions

A. Disconnect Policy

Consistent with FCC rules and ACC Decision No. 67941, Lifeline Customers will be disconnected after a 60-day Notice Period. The ACC will settle any Lifeline disputes.

B. Deposits

The Company does not require deposits for Lifeline service if the Customer voluntarily elects toll blocking.

C. Federal Universal Service Charges

Neither the Federal Universal Service surcharge nor the local number portability surcharge will be billed to Lifeline customers.

3. Lifeline Assistance Program (Continued)3.7 Rates and ChargesA. Lifeline Service Plan

Monthly Access Charge – Lifeline Plan	\$16.70
Monthly Access Charge – Tribal Lifeline Plan	\$ 1.00

B. Usage

The Lifeline Service Plan includes 300 “Anytime”² minutes

Additional Minutes, per minute rate	\$.45
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C. Directory Assistance

Directory Assistance, Per Call	\$1.50
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D. Roaming Charges

Roaming Charge (non-Alltel Network), per minute	\$.59
Roaming Toll Charges, per minute	\$.40

E. Link-Up

A Link-Up credit of up to \$35 towards the activation fee may apply.

² Anytime minutes are those minutes between Monday through Sunday, twenty-four hours a day, without regard to peak or off-peak minutes.

4. Service Plans

The rates and charges for services can be found at www.alltel.com.

Appendix 1: Covered Wire Centers

ISSUED: August 25, 2006

State Tariffs
One Allied Drive
Little Rock, Arkansas 72202

EFFECTIVE:



Wire Center Number	CLLI	Wire Center Name	ILEC Name	County
1	AGFAZSR	PEORIA	QWEST CORPORATION	MARICOPA COUNTY
4	ASFKAZMA	ASH FORK	QWEST CORPORATION	YAVAPAL COUNTY
5	AZCYAZ03	ARIZONA CITY	QWEST CORPORATION	PINAL COUNTY
6	BCKYAZMA	BUCKEYE	QWEST CORPORATION	MARICOPA COUNTY
8	BLCNAZMA	BLACK CANYON	QWEST CORPORATION	YAVAPAL COUNTY
11	BRDSAZMA	SUN CITY	QWEST CORPORATION	MARICOPA COUNTY
12	CHNDAZMA	CHANDLER	QWEST CORPORATION	MARICOPA COUNTY
13	CHNDAZSO	CHANDLER	QWEST CORPORATION	MARICOPA COUNTY
14	CHNDAZWE	CHANDLER	QWEST CORPORATION	MARICOPA COUNTY
15	CHVYAZMA	CHINO VALLEY	QWEST CORPORATION	YAVAPAL COUNTY
16	CLDGAZMA	COOLIDGE	QWEST CORPORATION	PINAL COUNTY
17	CMVRAZMA	CAMP VERDE	QWEST CORPORATION	YAVAPAL COUNTY
18	CMVRAZRR	CAMP VERDE	QWEST CORPORATION	YAVAPAL COUNTY
19	CRCYAZNM	MORRISTOWN	QWEST CORPORATION	MARICOPA COUNTY
20	CRNDAZMA	TUCSON	QWEST CORPORATION	PIMA COUNTY
22	CSGRAZMA	CASA GRANDE	QWEST CORPORATION	PINAL COUNTY
23	CTWDAZMA	COTTONWOOD	QWEST CORPORATION	YAVAPAL COUNTY
24	CTWDAZSO	COTTONWOOD	QWEST CORPORATION	YAVAPAL COUNTY
25	CVCKAZMA	CAVE CREEK	QWEST CORPORATION	MARICOPA COUNTY
26	DDVLAZNM	DUDDLEYVILLE	QWEST CORPORATION	PINAL COUNTY
28	DRVYAZNO	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
29	ELOYAZ01	ELOY	QWEST CORPORATION	PINAL COUNTY
30	FLGSAZEA	FLAGSTAFF	QWEST CORPORATION	COCONINO COUNTY
31	FLGSAZMA	FLAGSTAFF	QWEST CORPORATION	COCONINO COUNTY
32	FLGSAZSO	FLAGSTAFF	QWEST CORPORATION	COCONINO COUNTY
33	FLRNAZMA	FLORENCE	QWEST CORPORATION	PINAL COUNTY
35	FTMDAZMA	FOUNTAIN HILLS	QWEST CORPORATION	MARICOPA COUNTY
36	FTMDAZNO	RIO VERDE	QWEST CORPORATION	MARICOPA COUNTY
37	GDYRAZCW	AVONDALE	QWEST CORPORATION	MARICOPA COUNTY
38	GLBNAZMA	GILA BEND	QWEST CORPORATION	MARICOPA COUNTY
39	GLDLAZMA	GLENDALE	QWEST CORPORATION	MARICOPA COUNTY
40	GLOBAZMA	GLOBE	QWEST CORPORATION	GILA COUNTY
41	GNVYAZMA	GREEN VALLEY	QWEST CORPORATION	PIMA COUNTY
42	GRCNAZMA	GRAND CANYON	QWEST CORPORATION	COCONINO COUNTY
43	HGLYAZMA	HIGLEY	QWEST CORPORATION	MARICOPA COUNTY
44	HGLYAZQC	QUEEN CREEK	QWEST CORPORATION	MARICOPA COUNTY
45	HMBLAZMA	PRESCOTT	QWEST CORPORATION	YAVAPAL COUNTY
47	HYDNAZMA	HAYDEN	QWEST CORPORATION	GILA COUNTY
50	KRNYAZMA	KEARNY	QWEST CORPORATION	PINAL COUNTY
54	LTPKAZMA	LITCHFIELD PARK	QWEST CORPORATION	MARICOPA COUNTY
55	MARNAZ02	MARANA	QWEST CORPORATION	PIMA COUNTY
56	MARNAZMA	MARANA	QWEST CORPORATION	PIMA COUNTY
57	MAYRAZMA	PRESCOTT	QWEST CORPORATION	YAVAPAL COUNTY
58	MESAAZGI	GILBERT	QWEST CORPORATION	MARICOPA COUNTY
59	MESAAZMA	MESA	QWEST CORPORATION	MARICOPA COUNTY
60	MIAMAZMA	MIAMI	QWEST CORPORATION	GILA COUNTY
62	MMTHAZMA	MAMMOTH	QWEST CORPORATION	PINAL COUNTY
65	MRCPAZMA	MARICOPA	QWEST CORPORATION	PINAL COUNTY

67	MSPKAZMA	SEDONA	QWEST CORPORATION	COCONINO COUNTY
68	NWRVAZMA	NEW RIV	QWEST CORPORATION	MARICOPA COUNTY
69	ORCLAZMA	ORACLE	QWEST CORPORATION	PINAL COUNTY
70	PAGEAZMA	PAGE	QWEST CORPORATION	COCONINO COUNTY
72	PHNXAZ81	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
73	PHNXAZ93	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
74	PHNXAZBW	NEW RIV	QWEST CORPORATION	MARICOPA COUNTY
75	PHNXAZCA	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
76	PHNXAZEA	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
77	PHNXAZGR	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
78	PHNXAZLV	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
79	PHNXAZMA	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
80	PHNXAZMR	YOUNGTOWN	QWEST CORPORATION	MARICOPA COUNTY
81	PHNXAZMY	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
82	PHNXAZNE	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
83	PHNXAZNO	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
84	PHNXAZNW	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
85	PHNXAZPP	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
86	PHNXAZPR	PEORIA	QWEST CORPORATION	MARICOPA COUNTY
87	PHNXAZSE	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
88	PHNXAZSO	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
89	PHNXAZSY	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
90	PHNXAZWE	PHOENIX	QWEST CORPORATION	MARICOPA COUNTY
91	PINEAZMA	PINE	QWEST CORPORATION	GILA COUNTY
93	PRSCAZEA	PRESCOTT	QWEST CORPORATION	YAVAPAL COUNTY
94	PRSCAZMA	PRESCOTT	QWEST CORPORATION	YAVAPAL COUNTY
95	PRVYAZPP	SCOTTSDALE	QWEST CORPORATION	MARICOPA COUNTY
96	PYSNAZMA	PAYSON	QWEST CORPORATION	GILA COUNTY
99	SCDLAZMA	SCOTTSDALE	QWEST CORPORATION	MARICOPA COUNTY
100	SCDLAZSH	SCOTTSDALE	QWEST CORPORATION	MARICOPA COUNTY
101	SCDLAZTH	PARADISE VALLEY	QWEST CORPORATION	MARICOPA COUNTY
104	SEDNAZMA	SEDONA	QWEST CORPORATION	YAVAPAL COUNTY
105	SEDNAZSO	SEDONA	QWEST CORPORATION	YAVAPAL COUNTY
109	SNMNAZMA	SAN MANUEL	QWEST CORPORATION	PINAL COUNTY
112	SPRRAZMA	SUPERIOR	QWEST CORPORATION	PINAL COUNTY
113	SPRSAZEA	APACHE JUNCTION	QWEST CORPORATION	PINAL COUNTY
114	SPRSAZMA	MESA	QWEST CORPORATION	MARICOPA COUNTY
115	SPRSAZWE	MESA	QWEST CORPORATION	MARICOPA COUNTY
116	STFDZMA	STANFIELD	QWEST CORPORATION	PINAL COUNTY
120	TCSNAZCA	TUCSON	QWEST CORPORATION	PIMA COUNTY
121	TCSNAZCO	TUCSON	QWEST CORPORATION	PIMA COUNTY
122	TCSNAZCR	TUCSON	QWEST CORPORATION	PIMA COUNTY
123	TCSNAZEA	TUCSON	QWEST CORPORATION	PIMA COUNTY
124	TCSNAZFW	TUCSON	QWEST CORPORATION	PIMA COUNTY
125	TCSNAZMA	TUCSON	QWEST CORPORATION	PIMA COUNTY
126	TCSNAZML	TUCSON	QWEST CORPORATION	PIMA COUNTY
127	TCSNAZNO	TUCSON	QWEST CORPORATION	PIMA COUNTY
128	TCSNAZRN	TUCSON	QWEST CORPORATION	PIMA COUNTY
129	TCSNAZSE	TUCSON	QWEST CORPORATION	PIMA COUNTY
130	TCSNAZSO	TUCSON	QWEST CORPORATION	PIMA COUNTY
131	TCSNAZSW	TUCSON	QWEST CORPORATION	PIMA COUNTY
132	TCSNAZTV	TUCSON	QWEST CORPORATION	PIMA COUNTY
133	TCSNAZWE	TUCSON	QWEST CORPORATION	PIMA COUNTY
134	TEMPAZMA	TEMPE	QWEST CORPORATION	MARICOPA COUNTY
135	TEMPAZMC	TEMPE	QWEST CORPORATION	MARICOPA COUNTY
136	TLSNAZMA	TOLLESON	QWEST CORPORATION	MARICOPA COUNTY
138	TNCKAZMA	TONTO CREEK	QWEST CORPORATION	GILA COUNTY

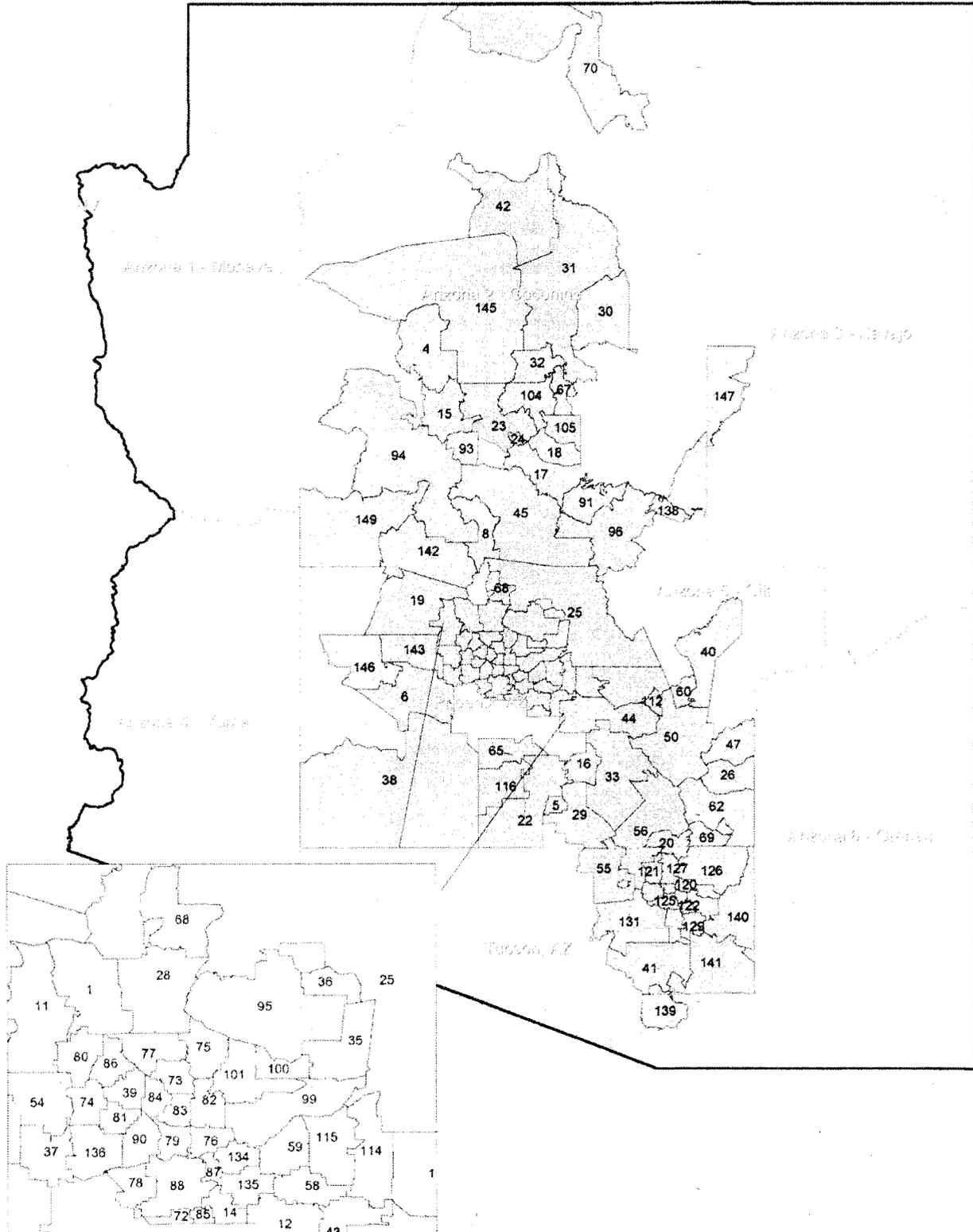
139	TUBCAZMA	TUBAC	QWEST CORPORATION	PIMA COUNTY
140	VAILAZNO	VAIL	QWEST CORPORATION	PIMA COUNTY
141	VAILAZSO	VAIL	QWEST CORPORATION	PIMA COUNTY
142	WCBGAZMA	WICKENBURG	QWEST CORPORATION	MARICOPA COUNTY
143	WHTKAZMA	LITCHFIELD PARK	QWEST CORPORATION	MARICOPA COUNTY
144	WHTLAZMA	WHITLOW	QWEST CORPORATION	PINAL COUNTY
145	WLMSAZMA	WILLIAMS	QWEST CORPORATION	COCONINO COUNTY
146	WNBGAZ01	TONOPAH	QWEST CORPORATION	MARICOPA COUNTY
147	WNSLAZMA	WINSLOW	QWEST CORPORATION	NAVAJO COUNTY
149	YRNLAZMA	YARNELL	QWEST CORPORATION	YAVAPAL COUNTY
2	AGULAZXC	AGUILA	TABLE TOP TELEPHONE CO INC	MARICOPA COUNTY
3	AJO AZXC	AJO	TABLE TOP TELEPHONE CO INC	PIMA COUNTY
7	BGDDAZXC	BAGDAD	TABLE TOP TELEPHONE CO INC	YAVAPAL COUNTY
9	BLRGAZXC	BLUE RIDGE	ARIZON TELEPHONE CO	COCONINO COUNTY
10	BLWRAZXA	SACATON	GILA RIVER TELECOMM INC	PINAL COUNTY
21	CSBLAZXA	SACATON	GILA RIVER TELECOMM INC	PINAL COUNTY
27	DEWYAZ01	MILLSITE	MIDVALE TELEPHONE EXCHANGE	YAVAPAL COUNTY
34	FRDNAZAC	FREDONIA	SOUTH CENTRAL UTAH TELEPHONE ASS	COCONINO COUNTY
46	HRVYAZXC	TONOPAH	ARIZON TELEPHONE CO	MARICOPA COUNTY
48	KABTAZXC	KAIBITO	NAVAJO COMMUNICATIONS CO - AZ	COCONINO COUNTY
49	KMTKAZXA	KOMATKE	GILA RIVER TELECOMM INC	MARICOPA COUNTY
51	LCHEAZXC	LECHEE	NAVAJO COMMUNICATIONS CO - AZ	COCONINO COUNTY
52	LEPPAZXC	LEUPP	NAVAJO COMMUNICATIONS CO - AZ	COCONINO COUNTY
53	LNBTAZXC	CHANDLER	GILA RIVER TELECOMM INC	MARICOPA COUNTY
61	MMLKAZXC	MORMON LAKE	ARIZON TELEPHONE CO	COCONINO COUNTY
63	MRCNAZXC	MARBLE CANYON	ARIZON TELEPHONE CO	COCONINO COUNTY
64	MRCNAZXE	MARBLE CANYON	ARIZON TELEPHONE CO	COCONINO COUNTY
66	MRVGAZXC	LAVEEN	GILA RIVER TELECOMM INC	MARICOPA COUNTY
71	PEORAZZF	PEORIA	ACCIPITER COMMUNICATIONS INC	MARICOPA COUNTY
92	PRDTAZ01	PERIDOT	SAN CARLOS APACHE TELECOMMUNICAT	GILA COUNTY
97	RSVTAZXC	ROOSEVELT	ARIZON TELEPHONE CO	GILA COUNTY
98	SASBAZXC	TUCSON	ARIZON TELEPHONE CO	PIMA COUNTY
102	SCDMAZ89	GRANITE MOUNTAIN	MIDVALE TELEPHONE EXCHANGE	MARICOPA COUNTY
103	SCTNAZXC	SACATON	GILA RIVER TELECOMM INC	PINAL COUNTY
106	SGMNAZXC	SELIGMAN	TABLE TOP TELEPHONE CO INC	YAVAPAL COUNTY
107	SGMNAZXC	INSCRIPTION CANYON	TABLE TOP TELEPHONE CO INC	YAVAPAL COUNTY
108	SLLSAZXA	SELLS	TOHONO O ODHAM UTILITY AUTHORITY	PIMA COUNTY
110	SNRSAZXA	SELLS	TOHONO O ODHAM UTILITY AUTHORITY	PIMA COUNTY
111	SNRSAZXC	SAN SIMON	TOHONO O ODHAM UTILITY AUTHORITY	PIMA COUNTY
117	STTNAZXA	SACATON	GILA RIVER TELECOMM INC	PINAL COUNTY
118	SUPAAZXC	SUPAI	ARIZON TELEPHONE CO	COCONINO COUNTY
119	TBCYAZXC	TUBA CITY	NAVAJO COMMUNICATIONS CO - AZ	COCONINO COUNTY
137	TNBSAZXC	TONTO BASIN	ARIZON TELEPHONE CO	GILA COUNTY
148	YONGAZXC	YOUNG	MIDVALE TELEPHONE EXCHANGE	GILA COUNTY

Appendix 2: ETC Service Area Maps

These Maps are provided for informational purposes only and are subject to change.

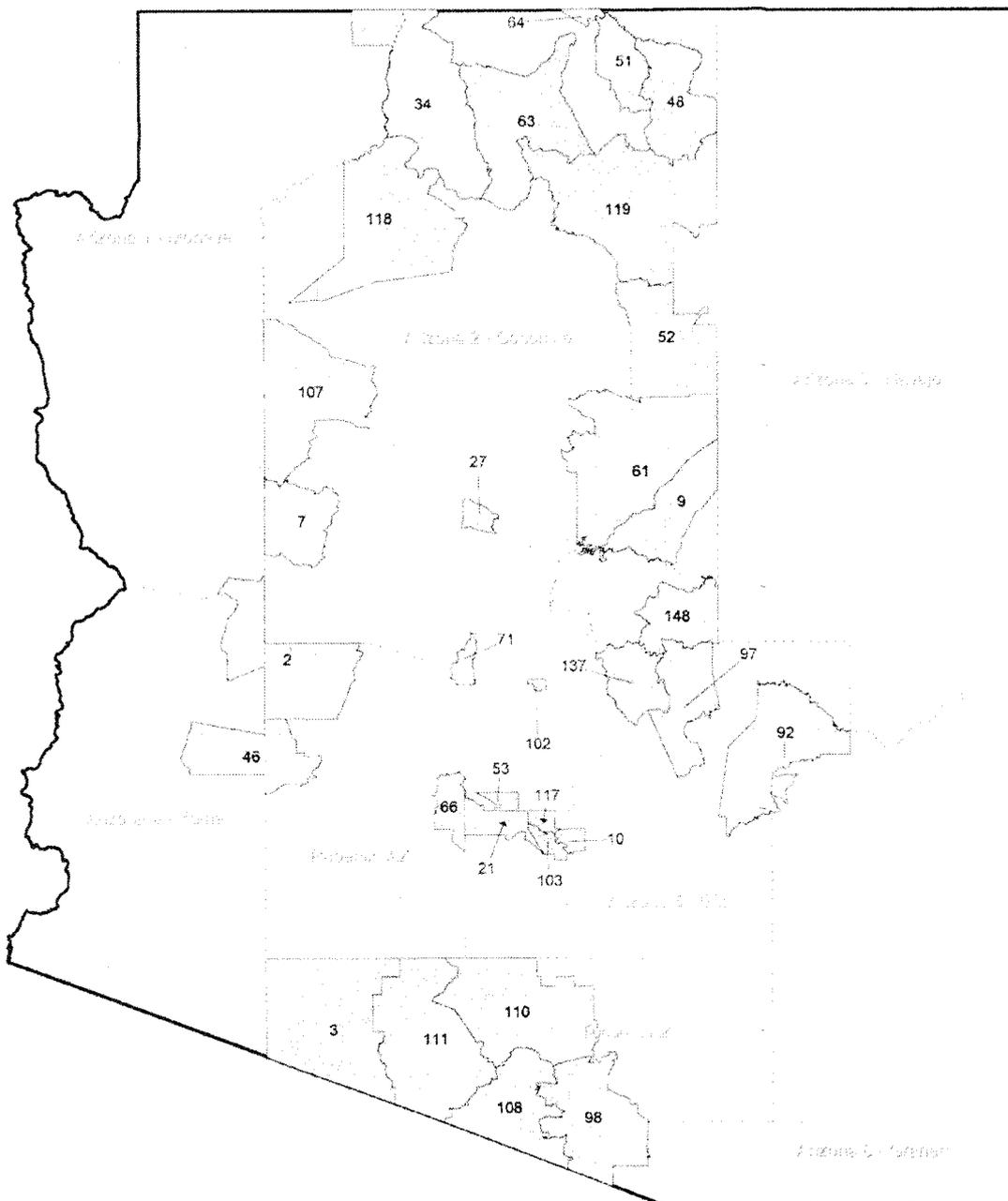


Arizona Non-Rural Wire Centers





Arizona Rural Wire Centers



ALLTEL

4805 E. Thistle Landing Drive
Suite 100
Phoenix, AZ 85044



August 25, 2006

Mr. Ernest Johnson
Director of Utilities
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Dear Mr. Johnson:

As an ETC in the state of Arizona, Alltel Communications, Inc. ("Alltel" or "Company") must provide and advertise Lifeline and Link-Up reduced rate service to qualifying consumers.

The Arizona Corporation Commission ("ACC") in its Decision No. 67403, designating Alltel as an ETC in Docket T-03887A-03-0316, required the Company to "submit its advertising plan for Lifeline and Link Up services to Staff for review prior to commencing service". In compliance with the above referenced requirement, Alltel submits as follows;

- (1) Alltel will advertise the availability of Lifeline and Link Up service to qualifying customers through (a) the Company website and (b) the Universal Service Administrative Company ("USAC") website (*See Attachment A for example*);
- (2) Alltel will advertise the availability of Lifeline and Link Up service to qualifying customers in the Company's retail stores (*See Attachment B for example*);
- (3) Alltel will advertise, on a quarterly basis, the availability of Lifeline and Link Up service to qualifying customers in newspapers through out the ETC service area (*See Attachment C for example*);
- (4) Alltel will annually advertise the availability of Lifeline and Link Up service in local unemployment, social security and welfare offices (*See Attachment D for example*).

Additionally, the Company is attaching the following Enrollment Forms for the Staff's review;

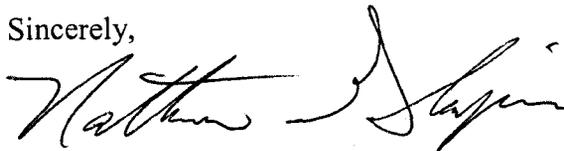
- (1) Lifeline and Link Up Service Enrollment Form for qualifying customers; and
- (2) Lifeline and Link Up Service Enrollment Form for qualifying customers who reside on tribal lands.

Finally, Alltel utilizes the above described methods to advertise Lifeline and Link Up service in other states where the Company has been designated ETC status. In December of

2004, USAC conducted a limited scope examination of Lifeline and Link Up advertising efforts of 20 ETCs located in 13 states. After reviewing Alltel's advertising methods, USAC found Alltel to be fully compliant the advertising requirements of 47 C.F.R. §54.405 (b). USAC's findings are also attached to this document for the Staff's review.

Should you have any questions, please feel free to contact me at (602) 452-8444 or via email at Nathan.Glazier@Alltel.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Glazier". The signature is fluid and cursive, with a large initial "N" and a long, sweeping underline.

Nathan Glazier
Southwest Regional Manager, External Affairs
Alltel Communications, Inc.

Cc: Brian Bozzo, Compliance Manager ✓
With Attachments



Universal Service Administrative Company

To: Ms. Irene Flannery, Vice President High Cost and Low Income Division
From: Internal Audit Division
Date: December 1, 2004
Re: Low Income Limited Scope Examination of Advertising Efforts Round 2 –
Twenty Eligible Telecommunication Carriers (USAC Audit No. LI2004BE006)

Introduction

The Internal Audit Division of the Universal Service Administrative Company performed a limited scope examination of the advertising efforts of 20 Eligible Telecommunication Carriers (ETC), located in 13 states and one United States territory. Janet Bayona, IAD Administrative Assistant, completed fieldwork on December 1, 2004 based upon information supplied by the ETCs.

Purpose and Scope

In accordance with 47 C.F.R. § 54.405 (b), all ETCs are required to publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service. We obtained documentation to support the carriers' advertising efforts from July 2003 to June 2004. The procedures enumerated below were performed solely for the purpose of determining whether the carriers selected are in compliance with the aforementioned FCC regulation.

We randomly selected 10 ETCs that are beneficiaries of the Low Income Support Mechanism. Of these 10 carriers, 2 received less than \$100, 7 received between \$100 and \$1,000, and 1 received more than \$1,000 in Low Income support for June 2004, totaling \$4,367.

We also selected 10 ETCs that are not beneficiaries of the Low Income Support Mechanism. These carriers have never filed a Form 497 to claim Universal Service support as reimbursement for providing Lifeline discounts to eligible low-income subscribers.

Conclusion

Based on the results of our review and test work, the Internal Audit Division has concluded that 13 carriers are compliant and 6 carriers are not compliant with the Low Income Support Mechanism advertising requirement for the period reviewed. In addition, 1 carrier was not required to comply with the advertising requirement; therefore,

that company's compliancy rating is not applicable. A summary of our audit procedures, findings and responses to the findings are included below.

Audit Procedures, Findings, and Responses

A. General Procedures

We obtained and reviewed the following documents:

1. Eligible Telecommunications Carriers (ETC) Designation Order
2. Evidence of advertising

B. ETC Designation

We examined the ETC Designation Orders to ensure the Carriers are properly designated and therefore required to comply with FCC regulations governing the Lifeline program. See summary below.

C. Advertising

We examined the Carriers' evidence of advertising to ensure that they publicized the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service. Although the FCC does not provide specific guidance on the timeliness of advertising efforts, we examined carriers' efforts conducted over a 12 month period. See summary below.

D. Summary of Results

The following table is a synopsis of the carriers selected for testing. We have included the following information: the carrier's name (in parenthesis is the state in which it serves); study area code; type (whether the carrier is an incumbent or competitor); number of Lifeline subscribers claimed on the Form 497; compliance rating (compliant, generally compliant, not compliant, not applicable); and, if applicable, any additional notes (which are summarized below).

No.	SAC NAME (State)	SAC	Type	# LL Subs*	Rating	Note
1	ACS OF ALASKA, INC. (AK)	613022	I	41	C	
2	NATIONAL TEL. CO. OF ALABAMA, INC. (AL)	250286	I	9	C	
3	MECHANICSVILLE TEL. CO. (IA)	351241	I	18	NC	2
4	MINERVA VALLEY TEL. CO., INC. (IA)	351246	I	28	C	1
5	EGYPTIAN TEL. COOP. ASSN. (IL)	341003	I	20	C	
6	TELEPHONE SERVICE CO. (OH)	300659	I	45	C	1
7	TOTAH TELEPHONE CO., INC. (OK)	432030	I	43	C	1
8	MAHANAY & MAHANTONGO TEL. CO. (PA)	170183	I	45	C	1
9	ELECTRA TEL. CO. (TX)	442069	I	146	C	1
10	MARTELLE COOP. TEL. ASSN. (IA)	351238	I	10	NC	3
11	GUAM CELLULAR & PAGING, INC. (GU)	669001	X	-	C	
12	ADVANCED NETWORK COMM., LLC (IA)	359055	X	-	NC	4
13	MEGAGATE BROADBAND, INC (MS)	289013	X	-	NC	5
14	RCC MINNESOTA, INC. (OR)	539001	X	-	N/A	6
15	FEC COMM., LLP (TX)	449009	X	-	C	1
16	MIDWEST WIRELESS WI, LLC (WI)	339006	X	-	C	
17	ALLTEL WIRELESS OF WISCONSIN RSA #1, LLC (WI)	339018	X	-	C	
18	TCG MILWAUKEE (WI)	339002	X	-	NC	7
19	ADVANCE COMM. TECH., INC. (WY)	519004	X	-	C	
20	SAN ISABEL TELECOM, INC. (CO)	469004	X	-	NC	8

Legend

C Compliant
NC Not Compliant
N/A Not Applicable
R Rural Carrier
N Non Rural Carrier
B Both Rural and Non Rural Carriers
I Incumbent Carrier
X Competitive Carrier

* Based upon the latest Lifeline Form 497 data available as of June 2004

Note 1 - The evidence of advertising provided by the carrier consisted of a bill insert, an ad in the carrier's telephone directory, newsletter and/or website. These advertising methods will only reach the carrier's current subscribers and will not reach eligible residents that are not currently receiving their telephone service. However, FCC rules do not provide specific guidelines on the adequacy of a carrier's advertising efforts. As a result, no exception is taken.

Note 2 - The Carrier was unable to provide evidence of advertising during our audit period. For informational purposes, we verified the following 2000 census bureau data. Service area: population - 19,354; number of households receiving public assistance - 197.

Carrier Response:

We have not advertised in a newspaper. We do not have a local publication that would reach the low-income people. We do have a brochure in the Business office for them if they want it. Most of the subscribers we have were signed up in our office with a few from Cedar County.

High Cost and Low Income Division (HCLID) Management Response:

All eligible telecommunications carriers are required to advertise the availability of Lifeline in a manner reasonably designed to reach eligible households within its study area (*see* 47 C.F.R. § 54.405(b)). Placing brochures in the Business Office does not sufficiently reach households that may be eligible for the discount. USAC will refer this matter to the FCC for possible enforcement action. The carrier received \$1,760.00 in Low Income support during the audit period.

Note 3 - The Carrier was unable to provide evidence of advertising during our audit period. For informational purposes, we verified the following 2000 census bureau data. Service area: population - 278; number of households receiving public assistance - 0.

Carrier Response:

We ran a short version on our local Cable TV channel but since the company owns and operates this channel, we do not create a bill or save any copy from what is placed on the screen. Because we are a smaller telephone company and pretty well know the income of our customers we are aware of which customers can qualify for lifeline assistance. For a new telephone customer when service is activated, if it looks like the customer could qualify for lifeline, we verbally mention it is available.

HCLID Management Response:

All eligible telecommunications carriers are required to advertise the availability of Lifeline (*see* 47 C.F.R. § 54.405(b)). Advertisements must be in a format designed to reach households within the study area that may be eligible for Lifeline. Although advertising on the local Cable TV channel may reach some families that likely qualify for Lifeline, the carrier cannot provide proof of the commercial. USAC recommends that carriers retain proof of advertising. Verbally mentioning the availability of

Lifeline and Link Up to select customers is not a reasonable advertising method. USAC will refer this matter to the FCC for possible enforcement action. The carrier received \$696.00 in Low Income support during the audit period.

Note 4 – The Carrier never responded to the audit request. We sent a follow up e-mail and left telephone messages; however, we have yet to hear from the Carrier. For informational purposes, we verified the following 2000 census bureau data. Service area: population – 764; number of households receiving public assistance - 18.

Carrier Response:
None provided.

HCLI Management Response:
USAC will refer this matter to the FCC for possible enforcement action.

Note 5 – The Carrier has not advertised the availability of Lifeline service.

Carrier Response:
We have recently filed this addition to our current tariff and are now awaiting this authorization as required. We have been hesitant to proceed until we were certain that our filing was correct and accepted. According to our records, we have not requested any Lifeline support monies from USAC because we currently do not have any Lifeline/Link-Up recipients. Once the tariff is approved, we will begin to advertise the availability of the program via direct mailings, displays in our lobby, bill stuffers, and via our website.

HCLID Management Response:
The carrier has been an ETC since December 29, 2003. The FCC's rules (47 C.F.R. § 54.405(b)) require that all ETCs advertise the availability of Lifeline. USAC will refer this matter to the FCC for possible enforcement action.

Note 6 – The Carrier was unable to provide evidence of advertising during our audit period because it received its ETC designation in June 2004. Therefore, no exception is taken.

Carrier Response:
Please find an electronic copy of RCC ETC grant order in Oregon. The order establishes a grant date of June 24, 2004.

HCLID Management Response:
USAC agrees that since the carrier was not an ETC during the audit period, there is no finding.

Note 7 – The Carrier did not provide evidence of advertising during our audit period because it claims that it did not file an affidavit seeking ETC designation in Wisconsin.

Carrier Response:

The attached documents, obtained from the Wisconsin PUC, demonstrate that TCG Milwaukee is not certified as an ETC in Wisconsin in 2004. The Wisconsin PUC Staff did not believe that TCG was eligible for support, as it served primarily an urban area.

HCLID Management Response:

The carrier was designated as an eligible telecommunications carrier on December 23, 1997 by the Public Service Commission of Wisconsin (*see* Docket 05-T1-162 Designation of Eligible Telecommunications Carriers Under Part 54 of Title 47 of the Code of Federal Regulations). Under Wisconsin state rules, a carrier is an ETC unless it affirmatively relinquishes its ETC status; the carrier has not provided proof that it has done so.

The carrier states that the Wisconsin PSC deemed it ineligible for support because it serves in "a primarily urban area". Low Income support is available to all qualified low-income consumers, regardless of whether they live in an urban or rural area. The decision by the State Commission refers solely to High Cost support—specifically Long Term Support (LTS), Local Switching Support (LSS) and High Cost Loop (HCLS) (*see* 05-GF-135 Annual Certification of Eligible Telecommunications Carriers (ETCs) for Eligibility to Receive Federal High-Cost Fund Support (2004)). Once a carrier receives its ETC designation, it need not recertify to receive Low Income support.

ETCs are required to comply with Part 54 of the Commissions rules whether or not they seek Universal Service support. USAC will refer this matter to the FCC for possible enforcement action.

Note 8 – The Carrier did not provide evidence of advertising during our audit period. For informational purposes, we verified the following 2000 census bureau data. Service area: population – 95,605; number of households receiving public assistance – 820.

Carrier Response:

We are a very small but growing company. Our customer service is run by one manager, and our sales associate covers for her when she is on vacation. Both are aware of the LITAP program and generally refer all tariff questions to me. Each year we discuss it as we are preparing the billing insert. We do our best to comply with state and federal regulations. If we have missed anything please let us know.

HCLID Management Response:

The FCC's rules (47 C.F.R. § 54.405(b)) require that an ETC advertise the availability of Lifeline in a manner reasonably designed to reach eligible households within its study area. USAC will refer this matter to the FCC for possible enforcement action. The carrier received \$4,348.00 in Low Income support during the audit period.

Note: The census data reported above in notes 2, 3, 4, and 8 were provided for informational purposes only and may not reflect all residents within the carrier's serving area. In addition, the "public assistance" data reported does not directly correlate to Lifeline eligibility requirements. This census data was provided solely to give users of this report a more detailed account of the area being served by those carriers found to be not compliant with Lifeline advertising requirements.

E. Results Compiled

Compliant:	
Incumbent	8
Competitor	<u>5</u>
Total Compliant Carriers	13
Not Compliant:	
Incumbent	2
Competitor	<u>4</u>
Total Not Compliant Carriers	6
Not Applicable:	1

This concludes the results of our audit. This report is intended solely for the use of USAC and the FCC and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of those procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

cc: Lisa Zaina, USAC Chief Executive Officer
Scott Barash, USAC Vice President & General Counsel

ATTACHMENT A

**THE ATTACHED INFORMATION
ABOUT ALLTEL'S LIFELINE AND LINK UP SERVICE
CAN BE FOUND AT
WWW.ALLTEL.COM/LIFELINE AND WWW.USAC.ORG/LI**

Home | Personal | Wireless | Plans | Lifeline & Linkup

Lifeline & Linkup

Alltel offers Lifeline & Linkup for those who qualify. As a participant in the Federal Universal Service Fund Program, Alltel is offering special low rates on wireless plans to qualified low-income individuals.

LIFELINE

Lifeline enables low-income individuals to save on their wireless service. Qualifying customers receive discounted monthly service fees.

Eligibility

1. The individual must participate in at least one of the following Federal programs: Food Stamps, Low Income Home Energy Assistance Programs (LINEUP), Medicaid, Supplemental Security Income (SSI), Federal Public Housing Assistance (Section 8), Temporary Assistance for Needy Families (TAN), or the National School Lunch free lunch program.
2. If the individual lives on tribal lands (reservations), he/she must participate in one or more of the Federal programs listed above or in one or more of the following Federal programs: Bureau of Indian Affairs General Assistance, Tribally-Administered Temporary Assistance for Needy Families (Tribal TAN), or Head Start (only for those meeting its income qualifying standard).
3. The person subscribing to wireless service (not just a member of the household) must qualify for participation in the Lifeline program. Only one Lifeline account per household is allowed.
4. The Lifeline applicant will be asked to provide proof of eligibility by signing a document certifying under penalty of perjury that the applicant receives benefits from one of the Federal programs listed above and identifying the program or programs from which the applicant receives benefits. Additionally, the applicant must agree to notify Alltel if the applicant ceases to participate in the identified qualifying Federal program. Lifeline benefits will take effect when proof of eligibility is received.

Pricing

Individuals qualifying for Lifeline will be activated on a wireless account with a local market Lifeline rate of \$16.70 with 300 minutes. Individuals living on a reservation or tribal lands who qualify will be activated on a wireless account with a local market Lifeline rate of \$1.00 with 300 minutes.

LINKUP

Linkup is aimed at low-income individuals who currently do not have phone service. Qualifying individuals receive discounted activation fees for wireless service.

Eligibility

1. The individual must participate in at least one of the Federal programs listed under Lifeline's eligibility requirements.
2. The person subscribing to wireless service (not just a member of the household) must qualify for participation in the Linkup program.

Pricing

The activation fee will be waived for all Lifeline customers as part of the Linkup program.

For more information, see our Frequently Asked Questions, or contact Alltel at 1-800-Alltel-9.

*Wireless Lifeline & Linkup Service currently available in certain areas of Alabama, Arkansas, Florida, Georgia, Kansas, Louisiana, Michigan, Mississippi, North Carolina, Virginia, West Virginia, and Wisconsin.

2 Ways to Buy Now

- Find a store
- Call 1-866-alltel7

Greater FreedomSM

Keep calls close
to home and save.

> MORE



Lifeline & Link Up FAQs

Will this program be offered to new as well as existing customers?
Will I be able to roam?
Will I be able to make long distance calls?
Will I be required to sign a contract?
I already have a wireless phone. Can I activate it when I sign up for Lifeline?
Are promotions or additional features available with the Lifeline service?
Are there any restrictions?
How do I continue to receive Lifeline benefits?

Questions & Answers

Q. Will this program be offered to new as well as existing customers?

A. Yes. This program will be offered to any customer who meets the Category 1, Category 2, or West Virginia Tel-Assistance requirements.

Q. Will I be able to roam?

A. Yes. There are no roaming fees for calls made from the Alltel coverage area. To roam outside of Alltel's coverage area, a credit card may be used where service is available. Rate per minute varies based on the area from which the call is placed.

Q. Will I be able to make long distance calls?

A. Yes. You pay no long distance charges for calls placed from the Alltel network to anywhere in the continental U.S.

Q. Will I be required to sign a contract?

A. No. Customers are not required to sign a contract for any Alltel prepaid wireless plan, which includes Lifeline.

Q. I already have a wireless phone. Can I activate it when I sign up for Lifeline?

A. No. Only Alltel-approved handsets that are provided by Alltel-approved inventory suppliers can be sold with new activations.

Q. Are promotions or additional features available with the Lifeline service?

A. No promotions may be used in conjunction with Lifeline service. However, you may choose to purchase additional features at any time, such as caller ID, voicemail, or call waiting.

Q. Are there any restrictions?

A. The person subscribing to wireless service (not just a member of the household) must qualify for participation in the Lifeline program. Only one Lifeline account per household is allowed. The name on the Lifeline account must match the name of the participant who is eligible for the program. Lifeline customers may purchase all services offered to non-Lifeline customers.

Q. How do I continue to receive Lifeline benefits?

A. Lifeline customers must complete a self-certification form annually as proof of continued eligibility. Your benefits will be discontinued when you no longer meet eligibility requirements or when proof of eligibility is not received. When you no longer participate in any of the federal and/or state public assistance programs, you must notify Alltel regarding your non-participation, at which time you will be given the option to change your service to a different prepaid plan or an Alltel Freedom plan.



Universal Service Administrative Company

Link-Up

Link-Up > Lifeline Support > New Mexico

About Low Income

Pick a State

Lifeline and Link-Up for Alltel Communications Customers in New Mexico

Lifeline is a government program that offers qualified people a discount on their phone bill. Eligibility criteria may differ by state.

A. How much can I save on my phone bill?

You can save up to \$8.25 on your monthly local phone bill. These benefits apply to your local telephone service charges that you purchase as a flat rate service or measured service.

B. How do I know if I'm eligible?

You're eligible for Lifeline if you participate in any of the following programs:

- 1 Low Income Home Energy Assistance Program (LIHEAP)
- 2 Medicaid

C. Are there any restrictions?

Lifeline can only be used for the main telephone line in a household. Lifeline customers may not purchase any optional services. The name on your phone bill must

match the name of the participant who is eligible for the program (with the exception of National School Lunch free lunch program and Head Start).

D. How do I apply?

To apply for Lifeline, call 425-586-8287. You will be asked to prove your eligibility by providing a copy of a document that verifies that you participate in any of the programs mentioned above; a form signed under penalty of perjury that you participate in one of the programs listed above, and your social security number. Benefits will take effect when proof of eligibility is received.

E. How do I continue to receive Lifeline benefits?

Eligibility is reviewed periodically. Your benefits will be discontinued when you no longer meet eligibility requirements.

F. Other Useful information

There are other options that can help you save money, including free toll blocking and a waived deposit with toll blocking.

Link-Up helps households pay the installation charge for telephone service. This program pays some of the cost of installing local service in your home, but Link-Up does not cover the cost of wiring inside your home.

A. How much will I save by using Link-Up?

Link-Up will pay 50% of your installation charges. The maximum benefit is \$30.

B. How do I know if I am eligible?

If you are eligible for Lifeline, you are eligible for Link-Up.

Lifeline and Link Up for Qwest Customers in New Mexico- Low Income (USAC)

C. Does Link-Up have any restrictions?

You must provide proof of eligibility before service is activated in order to receive the Link Up discount. Link Up benefits do not apply retroactively to activation charges incurred before the customer applies for Link Up.

D. How do I apply for Link-Up?

To apply for Link-Up, follow the same application process as Lifeline and provide the same proof of eligibility as Lifeline.

Being a Lifeline or Link-Up customer does not protect you from being disconnected if you fail to pay your telephone bill.

Content Last Modified: March 21, 2005

Need help? You can contact us at (866) 641-8722 for consumer questions and (866) 873-(USF)-4727 for telephone carrier questions.
Our hours of operation are 9AM to 6PM, Eastern Time, Monday through Friday
Aware of fraud, waste, and abuse, report it to our Whistleblower Hotline!

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ATTACHMENT B

**SAMPLE OF
ALLTEL'S LIFELINE/LINK UP
ADVERTISEMENTS
AVAILABLE IN ALLTEL'S RETAIL STORES**

Alltel Location

Rosebud
266 W. 2nd St.
Mission, SD 57555
(605) 856-2525



Residential
Wireless Service

*Enhanced Liteline
Program for
Reservations*



1-877-684-5567

www.alltel.com

Residential Wireless Service Enhanced Lifeline Program for Reservations

Monthly Rate	\$1
Activation Fee	\$65**
Install Fee	\$30**
Included Minutes	UNLIMITED
Long-Distance Rates	10¢ per minute to 49 states 20¢ per minute to Canada/Mexico

OPTIONAL FEATURES:

Voicemail	\$10.99 per month
Caller ID	\$10.99 per month
Call Waiting	\$10.99 per month
Mr. Rescue	\$10.99 per month
Call Forwarding	\$10.99 per month
Text Messaging	\$10.99 per month

Add a line of service for just \$14.99 per line.
Includes standard RWS calling area, unlimited minutes
and a \$35 activation fee.

**\$65 - \$30 = \$35 for qualifying customers. Monthly rate is reduced to \$1 if the customer qualifies under recent program requirements of the Lifeline Program.

**\$10.99 fee added to activation fee when will be waived for qualifying customers.

Unlimited local calling is subject to a limited home-calling area. Calls made to phone numbers outside the home-calling area will incur additional toll charges. Roaming is also subject to restricted home-calling area. Calls originating from outside the home-calling area will incur additional roaming charges. Contact a sales representative for local calling and roaming details. Initial activation and deposit may apply (deposit may not be applicable if customer selects toll-paying). Company will provide full details of charges and charges to the customer. Company's equipment required, not for TTY use. Service including and outgoing calls are billed to the wireless equipment from the time the wireless network begins to process the call (before the call ends or is answered) through its termination. The call may be subject to a minute of action rounded up and charged or deducted. Monthly included minutes of the full minute rate. Service is not available in all areas. Not all features available in all areas. Outside the service coverage area, service may be using and certain digital features may not function. Unlimited local calling applies to calls from within home-calling area only. Outside the home-calling area, additional charges and long distance charges apply. Service includes basic, long-distance, wireless, and other services. Credit card and bill charges. Additional charges may apply including a regulatory and administrative surcharge. Other restrictions may apply. The information contained herein is subject to change.

The applicable rates, terms and conditions of service are contained in a Service Agreement and any Addendum.

Rosebud Enhanced
Lifeline customers can call the
following cities toll-free.

Antelope
Bonesteel
Burke
Clearfield
Colome
Dallas
Draper
Gregory
Idea
Keyapaha
Kilgore, NE
Martin
Mission
Mosher
Murdo
Norris
Olsonville
Parmelee
Rapid City
Rosebud
Spring Creek
St. Francis
Tutthill
Valentine, NE
Vetal
Vivian
White River
Winner
Witten
Wood
Wood Lake

Not all area codes and prefixes in each city can be dialed toll-free. For a complete listing of cities and their area codes and prefixes, please contact your local Alltel sales representative.

ATTACHMENT C

**SAMPLE OF
ALLTEL'S LIFELINE/LINK UP
ADVERTISEMENTS
PUBLISHED IN NEWSPAPERS
THOUGHT OUT ALLTEL'S ETC SERVICE AREA**



Federal Lifeline Notice

Alltel customers may be eligible to receive monthly reduced rate telecommunications service under the Federal Lifeline, Link-Up and Tel-Assist programs if they satisfy federal eligibility criteria.

If you think you qualify,
please visit your nearest

Alltel retail store or
call 1-800-Alltel-1.

For store information, please
visit alltel.com/store_locator.



ATTACHMENT D

**SAMPLE OF
ALLTEL'S LIFELINE/LINK UP
ADVERTISEMENTS PUBLISHED ANNUALLY
IN LOCAL GOVERNMENTAL OFFICES (THAT
ADMINISTER LOW INCOME ASSISTANCE
PROGRAMS)**

Alltel Corporation
3650 131st Ave. SE, Suite 400
Bellevue, WA 98006
Phone: 425-586-8700
Fax: 425-586-8118



June 6, 2006

Family Services Workforce Development Center
1516 Peck Street
Muskegon, Michigan 49442

To Whom It May Concern:

Alltel Communications, Inc, (a wireless carrier) has been designated an Eligible Telecommunications Carrier (ETC) in certain localities in Michigan. As an ETC, Alltel is required to offer Lifeline reduced rate telecommunications service to consumers who qualify.

In an effort to expand Lifeline outreach in the State of Michigan, Alltel is requesting that you post the attached notice in your office.

If I can be of further assistance, please contact me at 425.586.8287.

Sincerely,

Suzie Rao
Regulatory Counsel

Federal Lifeline Notice

Alltel customers may be eligible to receive monthly reduced rate telecommunications service under the Federal Lifeline and Link-Up programs if they satisfy federal eligibility criteria.

If you think you qualify,
please contact Alltel at
1-800-alltel9
for further information.



ALLTEL COMMUNICATIONS, INC.

**LIFELINE AND LINK UP SERVICE
ENROLLMENT FORM FOR QUALIFYING CUSTOMERS**

Alltel Communications, Inc.

Federal Lifeline and/or Link-Up Assistance Certification form—Arizona

Sales Rep Name (Please Print) and Contact Phone Number _____

Customer Alltel Phone Number _____

SSN# _____

Last Name _____ First Name _____ Middle Initial _____

Street/P.O. Box _____ City _____ State _____ Zip _____

Link Up: If you have no telephone, check here: _____ Alltel BAN# _____

Are you currently participating in one or more of these programs?

- Medicaid (e.g. Title XIX/Medical State Supplemental Assistance)
- food stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance Program
- Low-Income Home Energy Assistance (LIHEAP)
- Temporary Assistance to Needy Families Program (TANF)
- National School Lunch Program's free lunch program

If you are not participating in one of the above programs, but your income is at or below 150% of the Federal poverty Guidelines, you may also apply for and receive the discount (see Table below). You will need to attach proof of your income to your application.

2006 Health and Human Services Poverty Guidelines

Size of Family Unit	48 Contiguous states and D.C.	150% Guideline (Annual)	150% Guideline (Monthly)
1	\$9,800	\$14,700	\$1,225
2	13,200	19,800	1,650
3	16,600	24,900	2,075
4	20,000	30,000	2,500
5	23,400	35,100	2,925
6	26,800	40,200	3,350
7	30,200	45,300	3,775
8	33,600	50,400	4,200
For each additional person, add	3,400	5,100	425

Source: *Federal Register*, Vol. 71, No. 15, January 24, 2006, pp. 3848-3849

Yes _____ No _____ (If yes, circle qualifying family household income.)

I certify under penalty of perjury that:

- I am eligible to receive benefits from the program(s) identified herein;
- The information contained on this form is true and correct to the best of my information and belief;
- I will notify Alltel when I no longer participate in any of the qualifying public assistance programs identified herein or when I no longer satisfy the income requirements; and
- I have or will receive telecommunications service at my principle place of residence as listed above.
- I have or will receive telecommunications service on my primary residential line.
- I am the head of the household and understand that only one Lifeline service offering is available per household.

I have read the information on this application and understand that I must meet the above qualifications in order to receive Lifeline assistance.

Print Applicant Name _____ Date _____

Applicant Signature _____

ALLTEL COMMUNICATIONS, INC.

**LIFELINE AND LINK UP SERVICE
ENROLLMENT FORM FOR QUALIFYING CUSTOMERS
THAT RESIDE IN TRIBAL LANDS**

Alltel Communications, Inc.

Federal Lifeline and/or Link-Up Assistance Certification form—Tribal Lands

Sales Rep Name (Please Print) and Contact Phone Number _____

Customer Alltel Phone Number _____ SSN# _____ --- _____ --- _____

Last Name _____ First Name _____ Middle Initial _____

Street/P.O. Box _____ City _____ State _____ Zip _____

Link Up: If you have no telephone, check here: _____ Alltel BAN# _____

Are you currently participating in one or more of these programs?

- Medicaid (e.g. TitleXIX/Medical State Supplemental Assistance)
- food stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance Program
- Low-Income Home Energy Assistance
- National School Lunch Program's Free Lunch program
- Bureau of Indian Affairs (BIA) General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- National School Lunch Program's Free Lunch program

If you are not participating in any of the above-listed programs, is your total monthly gross household income within the 2005 federal poverty guidelines (FPG) listed below? (These figures are 135% of the FPG).

2006 Health and Human Services Poverty Guidelines

Size of Family Unit	48 Contiguous states and D.C.	135% Guideline (Annual)	135% Guideline (Monthly)
1	\$9,800	\$13,230	\$1,103
2	13,200	17,820	1,485
3	16,600	22,410	1,868
4	20,000	27,000	2,250
5	23,400	31,590	2,633
6	26,800	36,180	3,015
7	30,200	40,770	3,398
8	33,600	45,360	3,780
For each additional person, add	3,400	4,590	383

Source: *Federal Register*, Vol. 71, No. 15, January 24, 2006, pp. 3848-3849

Yes _____ No _____ (If yes, circle qualifying family household income.)

I certify under penalty of perjury that:

- I am eligible to receive benefits from the program(s) identified herein;
- The information contained on this form is true and correct to the best of my information and belief;
- I will notify Alltel when I no longer participate in any of the qualifying public assistance programs identified herein or when I no longer satisfy the income requirements; and
- I have or will receive telecommunications service at my principle place of residence as listed above.
- I have or will receive telecommunications service on my primary residential line.
- I am the head of the household and understand that only one Lifeline service offering is available per household.

I have read the information on this application and understand that I must meet the above qualifications in order to receive Lifeline assistance.

Print Applicant Name _____ Date _____

Applicant Signature _____

I have reviewed the necessary documentation as described above, which establishes proof that the applicant is eligible to receive the Lifeline discount. Furthermore, for those applicants who present any document other than a previous year's tribal, federal or state income tax return as evidence of income, I verify that the applicant has presented three consecutive months worth of the same type of statement (e.g. paycheck stub) within the calendar year.

Print Sales Representative's Name _____

Sales Representative's Signature _____

Date _____



**AFFIDAVIT CERTIFYING USE OF
FEDERAL HIGH-COST SUPPORT FUNDS**

STATE OF ARKANSAS

COUNTY OF PULASKI

I, the undersigned, under penalty of perjury, state as follows:

1. I am the Vice President of Wireless Regulatory of Alltel Communications, Inc
(Official Title) (Company Name)
2. I am a corporate officer of the above mentioned Carrier authorized to certify use of Federal High Cost Support Funds.
3. Carrier is an Eligible Telecommunications Carrier ("ETC") within the meaning of § 214(e) of the Federal Telecommunications Act of 1996, has been designated by the Arizona Corporation Commission as an ETC, and is eligible to receive universal service support pursuant to § 254(e) of the Act.
4. Carrier files this affidavit in compliance with the Federal Communications Commission's Order of May 23, 2001, in Docket No. 96-45, which requires that each state certify to the Federal Communications Commission that all Federal High-Cost Support within this State be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended.
5. Carrier hereby attests that it will use the Federal High Cost Support Funds that it receives in 2006 only for the provision, maintenance, and upgrading of facilities and services for which the support is intended pursuant to § 254(e) of the Federal Telecommunications Act of 1996.
6. Further affiant sayeth not.


(Signature)

Gene Dejordy
(Typed name)
August 24, 2006
(Date)

Subscribed and sworn to before me
this 25 day of 2006.

Janice L. Mead, Notary Public
Pulaski County, Arkansas
My Commission Expires 8/8/2014

