

## **ATTACHMENT 9: BILLING - OTHER**

### **1.0 INTRODUCTION**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing- UNE to Attachment 6.

### **2.0 BILLING INFORMATION AND CHARGES FOR UNE**

- 2.1 -SBC MISSOURI will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from -SBC MISSOURI Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 -SBC MISSOURI will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SBC MISSOURI to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by -SBC MISSOURI to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 SBC MISSOURI will assign to CLEC one Billing Account Number (BAN) per LATA.

### **3.0 ISSUANCE OF UNE BILLS**

- 3.1 SBC MISSOURI will issue all bills in accordance with the terms and conditions set forth in this Section. SBC MISSOURI will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SBC MISSOURI will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SBC MISSOURI will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SBC MISSOURI will issue all bills containing billing data and information in accordance with most recent industry standard CABS Version with exceptions noted in the Differences List. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SBC MISSOURI reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SBC MISSOURI's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

### **4.0 ELECTRONIC TRANSMISSIONS**

- 4.1 SBC MISSOURI will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SBC MISSOURI has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

### **5.0 TAPE OR PAPER TRANSMISSIONS**

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via ~~(as agreed to by CLEC and SBC MISSOURI)~~. Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

### **6.0 TESTING REQUIREMENTS**

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), -SBC MISSOURI will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SBC MISSOURI agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SBC MISSOURI will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SBC MISSOURI if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SBC MISSOURI will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SBC MISSOURI sending a mechanized production bill for the first time via electronic transmission. Thereafter, SBC MISSOURI may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

## **7.0 ADDITIONAL REQUIREMENTS**

- 7.1 If SBC MISSOURI transmits data in a mechanized format, SBC MISSOURI will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
  - (b) The Bill Date will not contain spaces or non-numeric values.
  - (c) Each bill must contain at least one detail record.
  - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

## **8.0 BILL ACCURACY CERTIFICATION**

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SBC MISSOURI will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SBC MISSOURI will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

## **9.0 MEET POINT BILLING**

- 9.1 CLEC and SBC MISSOURI will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 9.2 CLEC and SBC MISSOURI will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

- 9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 9.4 SBC MISSOURI and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment.
- 9.5 This Section Intentionally Left Blank.
- 9.6 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 9.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.
- 9.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.
- 9.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.

## **10.0 MUTUAL COMPENSATION**

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.

## **11.0 PRICING**

Charges for the relevant services provided under this Attachment-are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.