

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

APPLICATION OF TCG ST. LOUIS)
FOR APPROVAL OF AMENDMENT TO)
INTERCONNECTION AGREEMENT) **Case No. TO-2001-455**

**APPLICATION OF TCG ST. LOUIS FOR APPROVAL OF
AMENDMENT OF INTERCONNECTION AGREEMENT**

COMES NOW TCG St. Louis (“TCG”) and files this Application for Approval of an Interconnection Agreement and Amendment to the Agreement (the “Agreement”) pursuant to § 252(e) of the Telecommunications Act of 1996 (“Federal Act”) and Missouri law, and in support thereof states as follows:

I. Parties

Applicant is a CLEC and may be contacted concerning this application through its attorneys at the address listed below the signature of this application.

II. Interconnection Agreement

TCG requests approval of an Amendment executed pursuant to the terms of the Federal Act and Missouri law.

III. Request for Approval

TCG seeks the Commission’s approval of the modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission’s previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

TCG respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

IV. Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(g) **APPROVAL BY STATE COMMISSION**

- (1) **APPROVAL REQUIRED.** – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.** – The State Commission may only reject -
 - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that -
 - (v) The agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (vi) The implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity ...

The modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act.

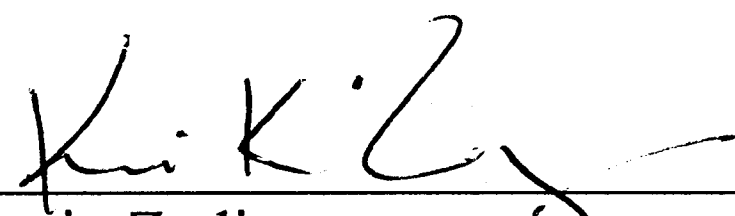
V. Conclusion

For the reasons set forth above, TCG respectfully requests that the Commission approve this modification to the Agreement previously approved.

Respectfully submitted,

TCG ST. LOUIS

By: _____


Kevin Zarling
TX Bar No. 22249300
AT&T Law Department
919 Congress Ave., Suite 900
Austin, TX 78701
512-370-2084

CERTIFICATE OF SERVICE

This is to certify that on the 19th day of November, 2004, a true and correct copy of the foregoing instrument was mailed, postage prepaid, to the following:

Dan Joyce
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Michael F. Dandino
Senior Public Counsel
Office of the Public Counsel
P. O. Box 7800
Jefferson City, MO 65102
Senior Legal Counsel

Martin Hotchkiss
Southwestern Bell Telephone Company
One Bell Plaza, Room 2900
Dallas, TX 75202



Kevin K. Zarling

AMENDMENT TO
INTERCONNECTION AGREEMENT

By and Between

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI

AND

TCG ST. LOUIS

The Interconnection Agreement, approved on September 13, 2001 (“the Agreement”) by and between Southwestern Bell Telephone, L.P.¹ d/b/a SBC MISSOURI (“SBC MISSOURI”) and TCG St. Louis (“CLEC”) is hereby amended as follows:

- (1) Attachment 28: Comprehensive Billing Attachment-MO, is amended to hereby add Sections 2.3.6 and 2.3.7 as follows:

2.3.6 Where the billing Party identifies credits owed to the billed Party as a result of a billing error, the billing Party must disclose the credit amount owed to the billed Party within ten (10) business days of when the credit amount is calculated and apply a credit for charges incurred by the billed Party in the second bill issued after such calculation. Calculations for such credit adjustments will be consistent with the “backbilling” terms identified in Sections 2.3 through 2.3.5 above. In addition, if the cause of such credits continues to exist after the date the first such credit is applied, the billing Party shall also provide credits prospectively to adjust for such cause until the cause of such credits is removed and corrected. These prospective credits must be made within two billing cycles after each bill containing billing errors is issued.

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

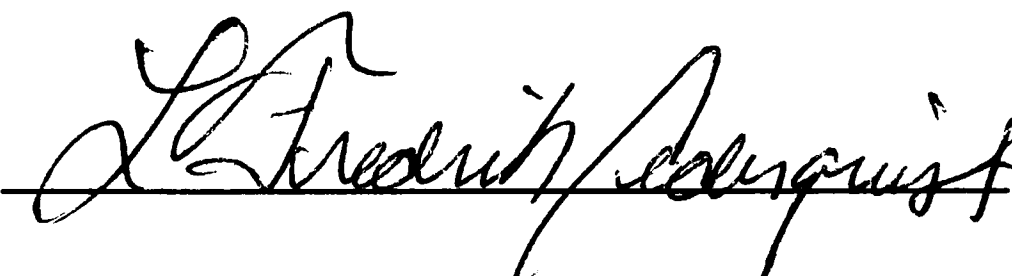

2.3.7 Backbilling must be performed consistent with the terms and conditions of the interconnection agreement effective at the time the backbill is rendered.

- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- (3) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective on (10) days following approval by the Commission.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of Oct., 2004, by SBC MISSOURI, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TCG ST. LOUIS

**Southwestern Bell Telephone, L.P.
d/b/a SBC MISSOURI by SBC
Telecommunications, Inc.,
its authorized agent**

By: <u></u>	By: <u></u>
Name: <u>Fredrik Cederqvist</u> (Print or Type)	Name: <u>Kathy J. Wilkinson</u> (Print or Type)
Title: <u>Group Manager</u> (Print or Type)	Title: <u>For/ President-Industry Markets</u> (Print or Type)
Date: <u>9-28-04</u>	Date: <u>10-11-04</u>

ATTACHMENT 28: COMPREHENSIVE BILLING ATTACHMENT-MO

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement – Missouri between Southwestern Bell Telephone Company and TCG-SL. This Attachment 28 – Comprehensive Billing Attachment shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in the attachment(s) to this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.
- 1.2 Charges for the relevant services billed under this Attachment are included in the Appendices applicable to the particular service.

2.0 Billing Information and Charges

- 2.1 SWBT will bill in accordance with this Agreement those charges TCG-SL incurs under this Attachment; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill will be formatted in accordance with CABS for charges for Network Elements ordered by TCG-SL, as well as for Reciprocal Compensation (as prescribed in Section 3.6 of Attachment 12, Reciprocal Compensation), or in accordance with Customer Records Information System (CRIS) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SWBT shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable TCG-SL to identify for the Resale services or Network Elements being billed, the type of service ordered by TCG-SL and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to TCG-SL. Each CABS bill will include a Customer Service Record (CSR) and will set forth (a) the quantity and description of each Network Element provided to TCG-SL or (b) the usage and applicable rates billed for Reciprocal Compensation.
- 2.1.1 SWBT agrees to accept, process and pay all bill invoices submitted by TCG-SL that are not CABS-compliant until such time as TCG-SL completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. TCG-SL shall use its reasonable best efforts to complete this conversion by January 1, 2001.

- 2.2 SWBT will provide TCG-SL a monthly bill that includes all charges incurred by and credits and/or adjustments due to TCG-SL pursuant to this Agreement. Each bill provided by SWBT to TCG-SL 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, providing they shall not exceed the periods set forth in Section 2.3 below, (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, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below, and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 SWBT may send bills to TCG-SL containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:
- 2.3.1 Except as provided in section 2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by TCG-SL under this Agreement, SWBT may submit a Backbill to TCG-SL for charges incurred by TCG-SL up to 120 days prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which TCG-SL used such service; or
- 2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, SWBT may submit a Backbill to TCG-SL for charges incurred by TCG-SL up to 120 days prior to the Backbill date; or
- 2.3.3 Where SWBT is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SWBT may submit to TCG-SL, up to 120 days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by TCG-SL as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 SWBT will exert commercially reasonable efforts not to send Backbills for CRIS-billed charges, and will use its best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, TCG-SL will not be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.

- 2.3.5 SWBT may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by TCG-SL where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of TCG-SL, and TCG-SL shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by TCG-SL and in part by SWBT, the Parties may agree upon other time periods for Backbilling.
- 2.3.6 Where the billing Party identifies credits owed to the billed Party as a result of a billing error, the billing Party must disclose the credit amount owed to the billed Party within ten (10) business days of when the credit amount is calculated and apply a credit for charges incurred by the billed Party in the second bill issued after such calculation. Calculations for such credit adjustments will be consistent with the "backbilling" terms identified in Sections 2.3 through 2.3.5 above. In addition, if the cause of such credits continues to exist after the date the first such credit is applied, the billing Party shall also provide credits prospectively to adjust for such cause until the cause of such credits is removed and corrected. These prospective credits must be made within two billing cycles after each bill containing billing errors is issued.
- 2.3.7 Backbilling must be performed consistent with the terms and conditions of the interconnection agreement effective at the time the backbill is rendered.
- 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, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format.
- 2.5 For CABS-billed services, SWBT will assign to TCG-SL a separate Billing Account Number (BAN) per each type of service (e.g., connectivity) per LATA.
- 2.6 For Resale services, SWBT will assign to TCG-SL a separate BAN per Regional Accounting Office (RAO) for consumer or residential and a separate BAN per RAO for business.

3.0 Issuance of Bills

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month. All bills must be received by TCG-SL 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 All bills in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Attachment.
- 3.4 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. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party'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 At TCG-SL's request, SWBT will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to TCG-SL at the location specified by TCG-SL. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. TCG-SL data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with TCG-SL, 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. When electronic transmission is established by mutual agreement, SWBT must provide TCG-SL/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. TCG-SL's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. TCG-SL will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. 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.

- 4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

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 magnetic tape or paper (as agreed to by TCG-SL and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations below, unless other locations are designated by the respective 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.

	TO TCG-SL	TO SWBT
Tape Transmissions via U.S. Mail:	TCG-SL 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Tape Transmissions via Overnight Delivery:	TCG-SL 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Paper Transmissions via U.S. Mail:	TCG-SL Caller Service 6908 Alpharetta, Georgia 30009 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St. Louis, MO 63101
Paper Transmissions via Overnight Delivery:	TCG-SL 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St Louis, MO 63101

5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. TCG-SL reserves the right to destroy a tape that has been determined to have unrecoverable errors. TCG-SL also reserves the right to replace a tape with one of equal or better quality.

- 5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length)
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

- 5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

6.0 Testing Requirements

- 6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing mechanized formats; or at least 90 days prior to either party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. SWBT shall also provide to TCG-SL's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to TCG-SL's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. TCG-SL will notify SWBT within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SWBT shall make the necessary corrections within the time period agreed to with TCG-SL to ensure that billing transmissions testing meet CABS/BOS specifications. SWBT shall not send TCG-SL a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications
- 6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.
- 6.3 For Resale services, during the testing period, SWBT shall transmit to TCG-SL Connectivity Billing data and information via paper transmission. Test tapes shall be sent to TCG-SL at the following location:

Test Tapes:	TCG-SL 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005 Attn: Access Bill Testing Coordinator
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7.0 Additional Requirements

- 7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for TCG-SL 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.
 - (e) The invoice number must not have embedded spaces or low values.

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, SWBT will be responsible and accountable for transmitting to TCG-SL an accurate and current bill. For the purposes of this Agreement, SWBT agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by TCG-SL under this Agreement. Accordingly, at TCG-SL's option on a connectivity by connectivity basis, TCG-SL and SWBT agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

9.0 Meetpoint Billing – Facilities Based

- 9.1 TCG-SL and SWBT 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 TCG-SL and SWBT 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.

- 9.4 SWBT and TCG-SL will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and TCG-SL will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 9.5 This Section Intentionally Left Blank.
- 9.6 Each Party will provide access usage records ("AURs") to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.
- 9.6.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.
- 9.6.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.
- 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 sixty (60) 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. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Attachment 24 ("Recording"), applicable to SWBT shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, damaged or destroyed billing data. The foregoing shall not limit SWBT's obligations, if any, under the Attachment pertaining to performance measures/remedies.

- 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.

10.0 Mutual Compensation

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Compensation and in accordance with this Section 10.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.
- 10.3 Where a procedure has not already been set forth in this Attachment, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of Attachment, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.
- 10.4 When TCG-SL is a local switch network element customer of SWBT, SWBT will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by TCG-SL's switch port count to arrive at TCG-SL's compensation for terminating traffic originated from a third party. SWBT will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each TCG-SL switch port in service to arrive at that month's compensation.
- 10.5 When TCG-SL is a local switch network element customer of SWBT, provision of records by SWBT for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

11.0 Payment of Charges

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to billing disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

12.0 Examination of Records

- 12.1 Without waiver of and in addition to either Party's rights and obligations set forth in Section 32 (Verification Reviews) of the General Terms and Conditions of the Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, TCG-SL or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

13.0 Customer Usage Data - Introduction

- 13.1 This Section Customer Usage Data sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to TCG-SL. Usage Data will be provided by SWBT to TCG-SL when TCG-SL purchases Network Elements or Resale services from SWBT.

14.0 General Requirements for Customer Usage Data

- 14.1 SWBT's provision of Usage Data to TCG-SL will be in accordance with the Performance Metrics to be developed by TCG-SL and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time TCG-SL begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after TCG-SL begins providing local services to customers
- 14.2 SWBT will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

15.0 Customer Usage Data Specifications

- 15.1 SWBT will provide all usage data for TCG-SL's customers using the SWBT-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:
- completed calls;
 - use of CLASS/LASS/Custom Features;
 - calls to information providers reached via SWBT facilities and contracted by SWBT;

- calls to directory assistance where SWBT provides such service to a TCG-SL customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to TCG-SL's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SWBT-provided CENTREX and PLEXAR families of services for Resale services.

SWBT will provide Usage Data for completed calls only for Network Elements that SWBT records (e.g., unbundled local switching, but not loops). SWBT will provide Usage Data for completed calls for Resale services offerings that SWBT records for itself (e.g., Local Measured Service.)

- 15.2 SWBT will provide to TCG-SL Usage Data for TCG-SL customers only. SWBT will not submit other carrier local usage data as part of the TCG-SL Usage Data.

16.0 Customer Usage Data Format

- 16.1 SWBT will provide Usage Data in the OBF Exchange Message Interface (EMI) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties
- 16.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 16.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.
- 16.4 For Resale services, SWBT will daily provide TCG-SL with daily recordings which will permit it to render end user bills. For Network Elements only, SWBT will daily provide TCG-SL with daily recordings which will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.
- 16.4.1 For the transmissions of such records, TCG-SL will pay to SWBT a per record charge at the rate for "Provision of Message Detail Per Record" reflected in the Appendix Pricing UNE Schedule of Prices.

17.0 Usage Data Reporting Requirements

- 17.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 17.2 SWBT will provide segregated Usage Data to TCG-SL locations as agreed to by the Parties.
- 17.3 SWBT will transmit formatted Usage Data to TCG-SL over Network Data Mover Network using CONNECT: Direct protocol, or otherwise agreed to by the Parties.
- 17.4 TCG-SL and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data.
- 17.5 SWBT will provide Usage Data to TCG-SL daily (Monday through Friday) on a daily time schedule to be determined by the parties.
- 17.6 SWBT will establish a single point of contact to respond to TCG-SL call usage, data error, and record transmission inquiries.
- 17.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

18.0 Local Account Maintenance –Network Elements

- 18.1 When TCG-SL purchases certain Network Elements from SWBT, SWBT will provide TCG-SL with Local Account Maintenance. When SWBT is acting as the switch provider for TCG-SL, where TCG-SL is employing Network Elements to provide local service, SWBT will notify TCG-SL whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from TCG-SL to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with TCG-SL. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. TCG-SL will pay to SWBT a per transaction charge for SWBT's transmission of the change notification at the rate for "Provision of Message Detail Per Record" established in the Appendix Pricing UNE Schedule of Prices.

- 18.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that TCG-SL resells or Network Elements of SWBT that TCG-SL employs in providing service.
- 18.3 These procedures are in addition to Service Order Procedures set forth in Attachment 27: OSS. SWBT will meet the Local Account Maintenance requirements set out in TCG-SL, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

19.0 Alternate Billed Calls

19.1 Alternately Billed Calls – UNE-P

- 19.1.1 Alternately Billed Service ("ABS") is a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The billing and compensation of UNE-P ABS calls exchanged between TCG-SL and SBC are governed by a separate 13-state UNE-P ABS Agreement ("ABS Agreement"). CLECs which adopt TCG-SL's Interconnection Agreement pursuant to 252(i) of the Act, must also adopt the ABS Agreement which is legitimately related to TCG-SL's Interconnection Agreement.
- 19.1.2 The Parties agree that the ABS Agreement will supersede, replace and modify any applicable provisions governing the subjects of the ABS Agreement currently contained in this Agreement, including specifically Section 19 as it existed prior to the execution of the ABS Agreement. Any inconsistencies between the provisions of the ABS Agreement and a corresponding provision of the underlying ICA will be governed by the provisions of the ABS Agreement, unless the ABS Agreement itself is specifically and expressly superseded by a future, different ABS Agreement between the Parties.
- 19.1.3 The Parties further agree that the language in 19.1.1 above shall be included in any future successor or replacement to this Agreement entered into between the Parties up to August 1, 2004 whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights:

19.1.4 The Parties agree that the ABS Agreement shall have an independent term of existence commencing effective as of May 1, 2003 and expiring on August 1, 2004, but THAT IT SHALL NOT MODIFY OR EXTEND THE EFFECTIVE DATE OR TERM OF THE UNDERLYING INTERCONNECTION AGREEMENT OR OTHERWISE AFFECT THE NEGOTIATION AND/OR ARBITRATION OF SUCCESSOR AGREEMENTS BETWEEN THE PARTIES IN THESE STATES.

19.2 Alternately Billed Calls - Resale Services

19.2.1 Calls that are placed using the services of SBC MISSOURI or another LEC or LSP and billed to a Resale service line of TCG-SL are called "Incollects." Calls that are placed using a TCG-SL Resale service line and billed to an SBC MISSOURI line or other LEC or LSP are called "Outcollects."

19.2.2 Outcollects: SBC MISSOURI will provide to TCG-SL the unrated message detail that originates from a TCG-SL subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC MISSOURI has agreed to transmit such data on a daily basis. TCG-SL as the Local Service Provider ("LSP") will be deemed the earning company and will be responsible for rating the message at TCG-SL tariffed rates and TCG-SL will be responsible for providing the billing message detail to the billing company for end user billing. TCG-SL will be compensated by the billing company for the revenue it is due. A per-message charge for SBC MISSOURI's transmission of Outcollect messages to TCG-SL is applicable, and SBC MISSOURI will bill TCG-SL for the transmission charge set forth in the Pricing Schedule. In addition, TCG-SL will compensate SBC MISSOURI for the receipt of the IntraLATA toll message.

19.2.3 Incollects: For messages that originate from a number other than the billing number and that are billable to TCG-SL customers ("Incollects"), SBC MISSOURI will provide the rated messages it receives from the CMDS1 network or which SBC MISSOURI records (non-ICS) to TCG-SL for billing to TCG-SL's end-users. SBC MISSOURI will transmit such data on a daily basis. SBC MISSOURI will credit TCG-SL the Billing and Collection ("B&C") fee set forth in the Pricing Schedule for billing the Incollects. TCG-SL and SBC MISSOURI have stipulated that a per message charge for SBC MISSOURI's transmission of Incollect messages to TCG-SL is applicable, and SBC MISSOURI will bill TCG-SL for the transmission charge set forth in the Pricing Schedule.

20.0 Record Exchange Reservation of Rights

Nothing in this Attachment shall be interpreted to waive either Party's rights, remedies or arguments challenging or promoting the use of "type 92" or "category 92" records or to prejudice either Party from raising such rights, remedies or arguments in any proceeding challenging or promoting "type 92" or "category 92" records or their use and seeking to have the same preserved, modified, eliminated or replaced. Provided, nothing herein shall serve to expand or improve either Party's position in such a proceeding to the extent the Party's position has not been advanced or is otherwise prejudiced or barred. Should any such proceeding result in a final, nonappealable order requiring modification of the terms and conditions of this Attachment relative to "type 92" or "category 92" records or their use and such order not be stayed, the Parties shall negotiate terms and conditions to amend this Attachment accordingly, and shall negotiate an orderly transition plan to effectuate any necessary changes.