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April 16, 2010

VIA Hand Delivery

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: **Docket No. 090501-TP:** Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida LLC by Bright House Networks Information Services (Florida), LLC

Dear Ms. Cole:

Enclosed for filing in the above-referenced Docket, please find the original and 15 copies of the following testimony and exhibits submitted on behalf of Bright House Networks Information Services (Florida), LLC:

1. Rebuttal Testimony of Ms. Marva B. Johnson.
2. Rebuttal Testimony and Exhibits TJG – 4 through TJG – 7 of Mr. Timothy Gates.

True and correct copies of the foregoing have been served in accordance with the Order Establishing Procedure and the attached certificate of service.

Please acknowledge receipt of this filing by stamping the enclosed extra copy of this letter, and returning to me. Thank you for your assistance with this filing. If you have any questions

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whatsoever, please do not hesitate to contact me.

Sincerely,

Beth Keating
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Enclosures
cc: Parties of Record
Staff Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Bright House Networks Information Services (Florida), LLC Petition for Arbitration of Terms and Conditions of An Interconnection Agreement with Verizon Florida, LLC	**Docket No. 090501-TP** Filed: April 16, 2010

REBUTTAL TESTIMONY OF MARVA B. JOHNSON ON BEHALF OF BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Marva B. Johnson. My business address is 301 East Pine Street, Suite 600, Orlando, Florida 32801. I provided direct testimony in this case on March 26, 2010. My background and qualifications are provided in that direct testimony.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I have reviewed the direct testimony filed in this matter by Mr. D'Amico, Mr. Munsell, and Mr. Vasington on behalf of Verizon. Bright House witness Mr. Gates responds to that Verizon testimony in detail. The purpose of my rebuttal testimony is to provide some additional responses with respect to certain issues.

Q. WHICH OF THE OPEN ISSUES WILL YOU BE ADDRESSING IN THIS CASE?

A. I will be addressing certain aspects of the Issue #7 and Issue #44. Mr. Gates also addresses these issues, and our rebuttal testimony should be read together.

Issue #7: Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Q. WHAT DOES VERIZON SAY ABOUT ISSUE #7?

A. Mr. Munsell addresses this issue at pages 7-9 of his testimony. The gist of his argument is that as follows: (1) the FCC has stated that with respect to unbundled network elements, if market conditions change in certain ways, Verizon may cease providing certain elements, and (2) this means that Verizon is entitled to a general provision in the agreement allowing it to unilaterally decide that it can stop performing ***any*** obligation that is not affirmatively imposed on Verizon by applicable law.

Q. WHY IS THIS INAPPROPRIATE?

A. First, Bright House does not buy UNEs from Verizon, so the terms and conditions under which Verizon may cease providing UNEs are of little concern to Bright House. Second, it seems clear to me that Verizon is vastly over-reaching here. The fact that there is a special rule regarding the cessation of a Verizon obligation to provide UNEs does not justify a provision that would extent that general rule to the entire contract. As I stated in my direct testimony, this proposed Verizon language would undermine the certainty and stability that Bright House needs in its dealings with a major vendor/customer like Verizon. We are willing to work with Verizon to put the language it is concerned about into the UNE section of the contract, but it plainly does not belong in the General Terms and Conditions.

The same applies to the portion of Verizon's language dealing with payment obligations. On this point, as Mr. Gates explains, Verizon seems to be "fighting the last war" here, with regard to intercarrier payments for calls to dial-up ISPs – another issue that has literally no relation to Verizon's contractual dealings with Bright House. Again, we are willing to work with Verizon to deal with its concerns about ISP-bound calling in the Interconnection Attachment to the agreement. However, Verizon's special concern about that one issue is no reason to undermine the stability and certainty of the entire ICA by placing broad language in the General Terms and Conditions.

Issue #44: What terms should apply to locking and unlocking E911 records?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #44?

A. As I noted in my direct testimony, Bright House has experienced some delays by Verizon in "unlocking" a customer's E911 records when the customer transfers to Bright House from Verizon. These delays may impair Bright House's ability to timely activate E911 services concurrent with the port.

Based on further discussion with Verizon and reviewing industry documents, I determined that the relevant industry body setting guidelines for unlocking 911 records is NENA, as Verizon has suggested, and not – as I had earlier thought – NANC. That said, Bright House still needs assurances from Verizon that it will comply with the NENA guidelines. We have therefore modified our proposal on this point to suggest that the parties add language to Section 2.3.5 of the E911 Attachment to state: "The Parties shall fully comply with all NENA guidelines

regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes." Verizon has not accepted this language.

Q. WHY IS THIS IMPORTANT?

A. NENA guidelines require prompt "unlocking" of 911 customer records once a customer transfers from one carrier to another. This is a particularly important process in cases where a customer changes providers at the same time the customer is moving from one address to another. This is the situation that arises when, for example, a customer moves out of one apartment building and moves into a different one, perhaps a block or two away. Until the 911 record is unlocked by the old provider and transferred to, and updated by, the new provider, the customer's ***old*** address is what will appear if the customer should need to make an emergency call to 911.

We recognize that this is not a very common situation; the much more typical case is a customer simply changing carriers while staying in the same place. But over the years and in the aggregate, Bright House has won thousands and thousands of customers from Verizon, so the situation does arise. We believe it to be critically important that 911 records be unlocked and transferred within the NENA guidelines to minimize the chance of any tragic situations arising because emergency authorities responded to a 911 call by going to a subscriber's former address. The way to avoid that is to get the records unlocked and transferred as quickly as possible.

Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE # 44?

A. I am hopeful that Verizon will accept our revised proposal. However, if Verizon fails to do so, then the Commission should adopt it. Verizon cannot have any sound objection to conforming its practices regarding locking, unlocking, and transferring E911 records to industry guidelines applicable to those practices.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes, it does.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain terms And conditions for an interconnection agreement With Verizon Florida, LLC by Bright House Networks Information Services (Florida), LLC.	**DOCKET NO. 090501-TP**

REBUTTAL TESTIMONY

OF

TIMOTHY J. GATES

ON BEHALF OF BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC

April 16, 2010

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Exhibit TJG-4: Network Architecture Chart

Exhibit TJG-5: The "MECAB" Meet Point Billing Document

Exhibit TJG-6: The "MECOD" Meet Point Billing Document

Exhibit TJG-7: Bright House's Proposed Meet Point Billing Language.

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Timothy J Gates. My business address is QSI Consulting, 10451 Gooseberry Court, Trinity, Florida 34655. I provided direct testimony in this matter on March 26, 2010. My background and qualifications are stated there.

Q. WHAT HAVE YOU BEEN ASKED TO DO IN THIS REBUTTAL TESTIMONY?

A. I have been asked to review, and respond to, Verizon's direct testimony, filed by Mr. D'Amico, Mr. Munsell, and Mr. Vasington.

Q. HAVE YOU PROVIDED YOUR RESPONSES TO THEIR TESTIMONY BELOW?

A. Yes, I have. At the outset, however, I would note that between the time of the filing of direct testimony and this rebuttal testimony, the parties have continued to discuss open issues and, as I note below, they have settled a large number of them. In addition, the parties have made proposals to each other to resolve certain issues that were not reflected in the direct testimony. As a result, it is at times necessary in this rebuttal testimony to either briefly summarize certain points made in my direct, or to provide some additional analysis and discussion, in order to properly frame the context of, and explain, the issues as they actually exist between the parties with respect to the remaining open issues.

II. ISSUES IN DISPUTE

A. Recently Settled Issues.

Q. HAVE THE PARTIES BEEN ABLE TO NARROW THE ISSUES IN DISPUTE SINCE THE TIME OF YOUR DIRECT TESTIMONY?

A. Yes. Although the parties have not completely finalized the ICA language for all of these issues, Bright House informs me that the parties have reached either agreement, or agreement in principle, with respect to the following issues:

- Issue #5 (Verizon access to Bright House poles, conduits, etc.);
- Issue #6 (negotiation of further terms for services under the ICA);
- Issue #8 (sale of Verizon territory);
- Issue #11 ("ordering" a service does not imply that a charge applies)
- Issue #12 (implementation of rate modifications by the PSC or the FCC);
- Issue #23(a) (description of Verizon's obligation to provide directory listings);
- Issue #26 (Verizon's obligation to provide fiber meet interconnection);
- Issue #27 (how far Verizon must build out to establish a fiber meet);
- Issue #30 (availability of two-way trunks);
- Issue #31 (administrative control over trunk ordering);
- Issue #33 (one-time charges for trunk establishment);
- Issue #34 (application of performance measurements to two-way trunks);
- Issue #40 (facilitation of direct connection with Verizon affiliates);
- Issue #42 (Bright House access to NIDs);

- Issue #43 (procedures for removing PIC freezes); and
- Issue #46 (Bright House access to Verizon-controlled house/riser cable).

In light of this substantial progress, I will organize my discussion of the open issues in this rebuttal testimony in a different manner than in my direct.

Q. HOW IS YOUR DISCUSSION OF THE ISSUES ORGANIZED IN THIS REBUTTAL TESTIMONY?

A. I divide the remaining open issues into two "tiers." The first tier includes those issues where adopting one party's view over the other's would have a direct and important financial, operational, or legal/contractual impact on the parties. The second tier are those issues where – while Bright House views them as important, and certainly believes that its position rather than Verizon's is correct – the result is not as immediately critical to the parties' ongoing interconnection relationship.

B. <u>"Tier 1" Open Issues.</u>

Q. WHAT ARE THE "TIER 1" ISSUES THAT REMAIN OPEN?

A. There are five or six remaining "Tier 1" issues. I note them below in the order in which I will discuss them in my testimony:

- ***Issue #41,*** relating to the establishment of specific procedures to govern the process of transferring a customer between the parties.
- ***Issue #32,*** relating to Verizon's obligation to accept trunking at the DS-3 level or above.
- ***Issue #36,*** relating to the terms that apply to "meet point billing" situations, *i.e.,* situations where Verizon and Bright House jointly provide

originating or terminating access service to third-party long distance carriers;

- ***Issue #24,*** relating to Verizon's obligation to charge cost-based, "TELRIC" rates for facilities used to connect Bright House's network to Verizon's when those facilities are used "for the transmission and routing of telephone exchange service and exchange access." (*See* 47 U.S.C. § 251(c)(2).)
- ***Issue #37,*** relating to the definition of what calls from Bright House to Verizon (and vice versa) are treated as toll calls (subject to access charges) versus local calls (subject to lower reciprocal compensation rates).
- ***Issue #7,*** relating to Verizon's asserted right to unilaterally choose to cease performing any contract duty that in its opinion is not literally required by applicable law.

In regard to Issue #36 and Issue #24, given the specific network architecture that Bright House has established to interconnect with Verizon, these two issues are very closely related, and will be discussed together. As a result, it is fair to say that there are now only five key "Tier 1" issues that remain unresolved.

Q. WHAT ARE THE REMAINING "TIER 2" ISSUES?

A. There are about a dozen of these "Tier 2" issues: Issue #1 (role of tariffs in the ICA); Issue #2 (definitive prices); Issue #3 (treatment of traffic not specifically identified in the ICA); Issue #4(a) (treatment of the terms "customer" and "end user"); Issue #13 (time limits on back-billing, and raising billing disputes); Issue #16 (terms regarding assurance of payment); Issue #20 (parties' obligations to

reconcile their network architectures); Issue #22 (terms regarding use of Verizon's OSS); Issue #28 (types of traffic that may be sent via a fiber meet arrangement); Issue #29 (establishing separate trunk groups for different traffic types); Issues #38 and #39 (relating to transit traffic); Issue #44 (unlocking 911 records); Issue #45 (inclusion of collocation terms in the ICA); and Issue #49 (resale of special access circuits sold at retail).

I should note that the parties continue to discuss potential settlement of all of these issues – both Tier 1 and Tier 2. While reaching settlement on the Tier 1 issues may prove challenging, Bright House indicates that it is very likely that additional settlements regarding many of the remaining Tier 2 issues will occur. I would also note that according to the procedural schedule established by the Commission, the parties must file "position statements" on all open issues by Monday, May 3, 2010. Bright House has informed me that they are hopeful that there will be additional settlements to report at that time.

Issue 41 (Customer Transfer Procedures)

Issue #41: Should the ICA contain specific procedures to govern the process of transferring a customer between the parties and the process of LNP provisioning? If so, what should those procedures be?

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #41?

A. Bright House and Verizon operate separate but interconnected networks. As a result, when one of them wins a customer from the other, that customer's service has to be transferred from the losing carrier to the winning carrier. This process involves a number of different steps that need to happen during a relatively short, but competitively sensitive, time frame. In that process there are a number of different ways that the customer's telephone service can be disrupted if things do not go smoothly. It is therefore critically important that the parties' ICA lay out specifically how this customer transfer process will occur. Bright House has proposed to include these procedures as a separate and easily referenced attachment to the ICA. Verizon opposes including this attachment at all, and, in addition, takes issue with a number of the specific provisions Bright House has proposed.[1]

Q. BROADLY SPEAKING, DO YOU SEE ANY BASIS FOR VERIZON'S OBJECTION TO INCLUDING A SPECIFIC ATTACHMENT DEALING WITH CUSTOMER TRANSFER PROCEDURES?

[1] *See* the Direct Testimony of Mr. Munsell on behalf of Verizon at pages 42-52.

A. No, I do not. I discuss Verizon's individual objections below, and I believe that the Commission should reject Verizon's assertions and adopt the specific proposals Bright House has made. But, no matter how the Commission rules on the various specific items to which Verizon objects, I believe it would be a substantial improvement for the ICA to contain, in a single, concise attachment, a statement of the procedures that the parties will follow when a customer is transferred from one to the other. As I noted in my direct testimony, Verizon and Bright House are engaged in direct, head-to-head, facilities-based competition. This is extremely beneficial to telephone consumers in the Tampa area. But because Bright House has its own network and does not (aside from traffic exchange) rely on Verizon to provide its own services, Verizon's key opportunity to interfere with competition is during the critical period when a customer is being transferred from Verizon over to Bright House. Ultimately, problems with the customer transfer process disrupt the competitive process and harm consumers.

Q. ARE YOU AWARE OF PROBLEMS WITH TRANSFERRING CUSTOMERS BETWEEN BRIGHT HOUSE AND VERIZON?

A. Yes. Some years ago, Verizon imposed unreasonable delays in porting to Bright House the telephone numbers of customers who purchased unrelated "digital subscriber line," or DSL, services from Verizon. Later, Verizon interpreted the current ICA to supposedly permit it to charge Bright House millions of dollars to establish directory listings for Bright House's end users, even though the ICA says those listings would be established at "no charge." Still later, Verizon started using confidential information from Bright House about which specific customers

would be leaving Verizon on which days to engage in illegal "retention marketing" to try to hold on to those customers.[2] In light of this history of substantial disputes surrounding the customer transfer process, it is both reasonable and prudent to include a specific section of the new ICA that lays out customer transfer procedures.

So, again, while Bright House's specific proposals are reasonable and should be adopted, no matter how the Commission rules on the specific disputed provisions, it is very important that the Commission accept Bright House's basic proposal to have a separate section of the ICA that lays out what procedures apply to customer transfers.

Q. WHICH VERIZON WITNESS DEALS WITH ISSUE #41 IN HIS DIRECT TESTIMONY?

A. Verizon witness William Munsell states Verizon's position with respect to Issue #41, at pages 42-52 of his direct testimony. I respond below to Mr. Munsell's claims.

Q. AT PAGES 44-45 OF HIS TESTIMONY, MR. MUNSELL OBJECTS TO BRIGHT HOUSE'S PROPOSED LANGUAGE ENSURING THAT VERIZON WILL PROMPTLY PORT TELEPHONE NUMBERS EVEN IF THE CUSTOMER MOVING FROM VERIZON TO BRIGHT HOUSE HAS DSL SERVICE OR SIMILAR SERVICE ON THE CUSTOMER'S LINE. IS THERE ANY BASIS FOR MR. MUNSELL'S OBJECTIONS?

[2] *See,* Gates Direct at 46-48 and 143-144.

A. No. To explain why, I will first briefly explain what "local number portability" is, then explain why past disputes with Verizon and other incumbent carriers show that Bright House's language is necessary.

Q. WHAT IS LOCAL NUMBER PORTABILITY?

A. Very briefly, when Congress mandated local telephone competition in the 1996 Act, it realized that customers would be very reluctant to switch from one carrier to another unless they could keep their same phone numbers even though they were changing carriers. Congress, therefore, required local carriers to provide "local number portability" in accordance with regulations to be established by the FCC. 47 U.S.C. §251(b)(2). Based on input from the industry, the FCC required the establishment of a system where a carrier bringing in a call to a particular customer will automatically check with a database of local telephone numbers to find out whether the customer is still served by his original carrier, or whether, instead, the customer has moved to a new carrier and "ported" his number to that new carrier. By now, this is a highly automated process: the FCC recently adopted rules that require ports to be processed by the "losing" carrier within one business day of receiving the porting request from the "winning" carrier.[3]

Q. WHAT IS A "SIMPLE" PORT AS OPPOSED TO A "COMPLEX" PORT?

A. A "simple" port is the most common type of porting activity. A simple port is usually the transfer of one or two numbers with no special circumstances associated with the porting process. A complex port is one that includes multiple

[3] *See* 47 C.F.R. § 52.35(a).

numbers (perhaps ten or more) or unique provisioning requirements that might result in the need for coordination between the providers

Q. WHY DOES BRIGHT HOUSE PROPOSE TO INCLUDE LANGUAGE THAT SPECIFICALLY STATES THAT THE PRESENCE OF DSL OR SIMILAR SERVICE ON A LINE DOES NOT JUSTIFY TREATING THE PORT AS "COMPLEX" RATHER THAN "SIMPLE"?

A. DSL service is a means of providing high-speed data service, typically for high-speed Internet access, on a traditional copper telephone line. DSL service, therefore, is part of a traditional telephone company's way of competing with cable-system delivered services, which nowadays typically include not only traditional video service and VoIP service, but also high-speed Internet access. Several years ago, Verizon and other incumbent carriers took the position that if a cable-based competitor won a customer who had DSL service on his or her phone line, Verizon would not simply port the customer's telephone number. Instead – to the annoyance of the customers – Verizon said that DSL on the line created a "complex" port, permitting Verizon to delay transferring the customer for days or even weeks.

Q, DID BRIGHT HOUSE FILE A COMPLAINT AGAINST VERIZON ON THIS ISSUE WITH THE FLORIDA COMMISSION?

A. Yes. Bright House filed a complaint against Verizon with this Commission.[4] In addition, the matter was presented to the FCC, by Bright House and others, in a proceeding involving BellSouth (now AT&T). Ultimately, the FCC ruled that ILEC delays in porting based on the presence of "non-porting related complications or requirements such as the presence of DSL service" were not consistent with the LNP guidelines. Specifically, the FCC stated:

> *Number Portability*. Comcast Phone, Time Warner, and Bright House Networks raise arguments that incumbent LECs have unlawful internal policies of delaying number porting requests when competing voice service providers win a voice customer that also subscribes to DSL. Specifically, Comcast Phone and Time Warner assert that incumbent LECs refuse to port the telephone number for the voice line until the customer cancels its DSL service. We take this opportunity to remind carriers that the Act requires, and we intend to enforce, non-discriminatory number porting between LECs, including our previous conclusion "that carriers may not impose non-porting related restrictions on the porting out process." Because of these requirements, when an incumbent LEC receives a request for number portability, it is required to observe the same rules, including provisioning intervals, as any other LEC and ***cannot avoid its obligations by pleading non-porting related complications or requirements such as the presence of DSL service on a customer's line***. We also retain the authority to evaluate specific objections to incumbent LEC's porting policies in proceedings seeking enforcement action.[5]

Q. DOES THIS FCC LANGUAGE SUPPORT BRIGHT HOUSE'S PROPOSED LANGUAGE TO WHICH MR. MUNSELL OBJECTS?

[4]Florida Public Service Commission Docket No. 041170-TP (complaint filed Sept. 30, 2004).

[5] In the Matter of BellSouth Telecommunications, Inc. Request for Declaratory Ruling that State Commissions May Not Regulate Broadband Internet Access Services by Requiring BellSouth to Provide Wholesale or Retail Broadband Services to Competitive LEC UNE Voice Customers, Memorandum Opinion And Order And Notice Of Inquiry, 20 FCC Rcd 6830 (2005) at ¶ 36 (footnotes omitted, emphasis added).

A. Yes, it does. First, Verizon's initial language, which Mr. Munsell defends, states only that Verizon will follow local number portability requirements "recommended by" certain industry groups "and adopted by the FCC." While that is good as far as it goes, it does not appear to address the situation noted above, where the FCC issued a specific ruling about specific ILEC practices in response to complaints from cable-affiliated voice competitors, as opposed to as a result of recommendations by industry groups.[6] Second, in the quoted ruling, the FCC emphasized that ILECs cannot avoid number portability obligations based on ***any*** "non-porting related complications ... ***such as*** the presence of DSL service on the customer's line." Bright House's proposed language reasonably reflects this FCC ruling by stating that simple ports are not converted into complex ports by virtue of the presence of "DSL or similar service" on a customer line. In sum, Mr. Munsell's objection to Bright House's proposed language is, in light of this specific FCC ruling, entirely unfounded.

Q. AT PAGES 45-48 OF HIS TESTIMONY, MR. MUNSELL ALSO OBJECTS TO BRIGHT HOUSE'S PROPOSED REQUIREMENT THAT LNP-RELATED FUNCTIONS BE PROVIDED BY THE PARTIES TO EACH OTHER AT NO CHARGE, INCLUDING COORDINATION BETWEEN

[6] Mr. Munsell specifically objects to Verizon being asked to agree to anything "different than what is spelled out in FCC ***rules*** (or [industry group] guidelines)." Munsell Direct at page 45, lines 2-3 (emphasis added). As Mr. Munsell is surely aware, however, the FCC's practice is not to codify all of its rulings into its formal "rules." Instead, while carriers are certainly bound by the FCC's formally codified rules, carriers must also abide by the pronouncements and rulings of the FCC, such as that quoted above, that do not get formally codified. I cannot say whether Mr. Munsell's testimony was consciously intended to try to permit Verizon to avoid complying with FCC rulings regarding number portability that have not been formally codified, but that does seem to be the effect of his recommendation – and it should be rejected for that reason, among others.

THE PARTIES WHERE A SINGLE CUSTOMER HAS A LARGE NUMBER OF LINES TO BE PORTED. ARE MR. MUNSELL'S OBJECTIONS WELL-FOUNDED?

A. No, they are not. With regard to cost, the FCC established specific rules for the recovery by LECs of the costs they incur in providing number portability.[7] Those rules do not permit one LEC to charge another LEC for performing number portability functions, except under limited circumstances that do not apply to facilities-based providers like Bright House. Bright House's proposal makes that prohibition clear in the language of the ICA.

In several orders implementing Section 251(e)(2), the FCC held that carriers are required to recover their costs of implementing LNP through federally tariffed end-user charges.[8] In these orders the FCC determined that ILECs may recover through ***end-user charges*** their carrier-specific costs directly related to providing number portability. The FCC concluded that this framework for cost recovery (from end users rather than other carriers) best serves the statutory goal of competitive neutrality.[9]

Q. HAVE THOSE RULINGS BEEN CODIFIED INTO THE FCC'S RULES?

A. Yes, upon implementation of the *Cost Recovery Order* the FCC promulgated its

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[7] *See* 47 C.F.R. §§ 52.32 & 52.33.

[8] The FCC's rulings were set forth in several orders: *Telephone Number Portability*, Third Report and Order (the "*Cost Recovery Order*"), 13 FCC Rcd 11701 (1998), *aff'd, Telephone Number Portability*, Memorandum Opinion and Order on Reconsideration and Order on Application for Review (the "*Cost Recovery Reconsideration Order*"), 17 FCC Rcd 2578 (2002); and *Telephone Number Portability Cost Classification Proceeding*, Memorandum Opinion and Order, 13 FCC Rcd 24495 (CCB 1998).

[9] *See*, 47 U.S.C. § 251(e)(2).

current rule, codified at 47 C.F.R. § 52.33, entitled "Recovery of carrier specific costs directly related to providing long-term number portability."

Q. WHAT DOES THAT RULE PROVIDE?

A. The rule states that ILECs may recover their carrier-specific costs directly related to providing long-term number portability by establishing charges in tariffs filed with the FCC. Those tariffed charges were to be in place and assessed to end users over a five (5) year term beginning in February of 1999.[10] In other words, to recover their costs associated with number porting, ILECs were allowed to assess charges on their end users.

Q. DOES THE RULE PERMIT ILECS TO ASSESS *ANY* CHARGES UPON OTHER CARRIERS?

A. Yes. Rule 52.33(a)(1)(ii) allows ILECs to assess charges on carriers that purchase switching ports as UNEs, or resell the ILECs' local exchange services, "as if the incumbent local exchange carrier were serving those carriers' end users." In addition, the number portability "query service" charge described in 47 C.F.R. § 52.33(a)(2) may also be assessed against carriers.

Q. DOES BRIGHT HOUSE PURCHASE SWITCHING PORTS FROM VERIZON?

A. No. Bright House is a facilities-based provider with its own switching and other network facilities. It therefore does not need to purchase switching ports from other providers, including Verizon.

[10] *See* 47 C.F.R. § 52.33(a)(1)(i) & (a)(iv).

Q. DOES BRIGHT HOUSE RESELL VERIZON LOCAL SERVICES?

A. No. Again, because Bright House is a facilities-based provider with its own network facilities, it does not need to resell local services.

Q. AT PAGES 45-46 OF HIS DIRECT, MR. MUNSELL ARGUES THAT "COORDINATION" IS NOT A PART OF LNP AND THAT VERIZON SHOULD BE ALLOWED TO CHARGE FOR THAT ACTIVITY. HOW DO YOU RESPOND?

A. Coordination is not required for most ports, but where it is required, it is a necessary LNP activity and intercarrier charges are not allowed. It is indisputable that the coordination efforts that both parties engage in for complex ports is directly related to local number portability.

Q. YOU SEEM TO SUGGEST THAT COORDINATION IS NOT ALWAYS REQUIRED. IS THAT CORRECT?

A. Yes. Most residential customers have one or at most a few active telephone numbers that need to be ported when the customer switches from one carrier to another, and no special procedures or processes are needed to handle such ports. On the other hand, many medium- and large-sized business customers have many active telephone numbers. At some point, it is not prudent to simply assume that the normal automated processes will properly capture the dozens or, in some cases, hundreds of lines serving a single large customer. Instead, in those limited circumstances it is prudent to have some actual human involvement to ensure that on the day the service is being cut over from one carrier to the other, all of the

numbers are properly ported, and that any problems or concerns can be dealt with immediately. Otherwise, the customer's actual telephone service may well be affected, which should never occur during a switch from one carrier to another. To the contrary, for competition to work effectively for the benefit of consumers, number porting and other carrier-to-carrier processes involved in transferring service should be transparent to the customer and entirely "behind the scenes." Bright House's coordination language – requiring coordination for customers with 12 or more lines – is designed to achieve that goal.

Q. WHAT ABOUT BRIGHT HOUSE'S PROPOSAL THAT COORDINATION SHOULD BE PROVIDED AT NO CHARGE? WHY IS THAT APPROPRIATE?

A. The requirement that coordination of number porting be provided at no charge is appropriate for three reasons. First, as noted above, the FCC has established rules for the recovery of number portability costs that contain no exception of which I am aware for coordination. Instead, Verizon can't charge Bright House when Verizon ports a number to Bright House, and Bright House can't charge Verizon to port a number to Verizon. And this same logic is the second reason that Bright House's proposal is appropriate: it goes both ways. When Bright House loses a multi-line customer (12 or more numbers) to Verizon, Bright House will be required to coordinate with Verizon, just as Verizon will be required to coordinate with Bright House when Verizon is the losing carrier. Third, from an economic perspective it makes no sense to permit charges for coordination. The effect of such charges would be, in effect, a penalty on the carrier for winning a

sufficiently large business customer from the other carrier. This is specifically why the FCC found that its LNP cost recovery rules are consistent with the competitive neutrality goals of the Act.

Q. HAS THE FCC COMMENTED ON IMPOSING LNP CHARGES ON COMPETITORS IN AN INTERCONNECTION ARRANGEMENT?

A. Yes. The FCC has made it clear that recovery of costs through other carriers would ***not*** be consistent with the principles of competitive neutrality. For example, the FCC explained that if the Commission did not use a competitive neutrality standard, or only used that standard for the distribution (but not recovery) of costs, then "carriers could effectively undo this competitively neutral distribution by recovering from other carriers."[11] That is why the FCC reaffirmed this finding in its 2002 Reconsideration Order, when it ruled that carriers "may not recover number portability costs from other carriers through interconnection charges."[12]

Competition is enhanced, and customers benefit, when the process of transferring customers between carriers is low-cost and efficient. The Commission, therefore, should be highly suspicious of any effort by a carrier to impose fees and costs on other carriers with respect to anything having to do with transferring customers from one to the other.

[11] *Cost Recovery Order*, at ¶ 39.
[12] *Cost Recovery Reconsideration Order* at ¶ 7.

Q. PLEASE COMMENT ON MR. MUNSELL'S DISCUSSION OF "EXPEDITED" TREATMENT OF PORTING, AT PAGES 46-47 OF HIS TESTIMONY.

A. It appears that Mr. Munsell does not understand Bright House's proposal. Nowhere in Bright House's proposed contract language is there any suggestion that Bright House is trying to obtain "expedited" porting of multi-number business accounts under its proposed contract language, either at all or for free. Bright House understands and agrees that if it wants Verizon to "expedite" a porting request, it may be subject to additional fees. Bright House's proposed language simply requires that when a single customer with a large number of lines/phone numbers is being transferred, that the parties coordinate that activity within the normal schedule for accomplishing the multi-line port.

Q. PLEASE COMMENT ON MR. MUNSELL'S OBSERVATION, AT PAGES 47-48 OF HIS TESTIMONY, THAT BRIGHT HOUSE'S PROPOSED LANGUAGE IN SECTION 15.2 OF THE INTERCONNECTION ATTACHMENT, REGARDING PORTING RESERVED TELEPHONE NUMBERS, IS UNNECESSARY IN LIGHT OF THE LANGUAGE IN SECTION 15.2.3 ADDRESSING THAT ISSUE?

A. Mr. Munsell is correct. As a result, Bright House has told me that it will withdraw its proposed language in Section 15.2 dealing with that topic.

Q. AT PAGES 48-50 OF HIS TESTIMONY, MR. MUNSELL OBJECTS TO BRIGHT HOUSE'S PROPOSAL THAT THE "10-DIGIT TRIGGER" REMAIN IN PLACE FOR 10 DAYS FOLLOWING A SCHEDULED PORT. ARE HIS OBJECTIONS VALID?

A. No. As I explained in my direct testimony at pages 144-145, while most customer transfers proceed as scheduled, in some cases the cutover has to be delayed because, for example, the customer is not present at his residence to allow the new service to be installed. In that situation the installation has to be rescheduled, and as a practical matter it will rarely take place the very next day. If Verizon goes ahead and treats the number as ported, and does not keep the 10-digit trigger in place, the customer's service may well be impaired in the interim. Keeping the 10-digit trigger in place for a more extended period, as Bright House has suggested, will avoid those customer problems. This is an example of the situation I alluded to earlier, in which an incumbent carrier in particular will have an incentive to make the process of transferring a telephone customer to a competitor more cumbersome, inconvenient, or expensive than it needs to be.

Q. DOES MR. MUNSELL'S TESTIMONY SUPPORT BRIGHT HOUSE'S POSITION ON THE TRIGGER?

A. Yes. Mr. Munsell's testimony (at page 48, lines 16-23) does a good job of explaining why, in general, the 10-digit trigger is needed to ensure that the departing customer will continue to properly receive calls. However, he ignores the point made above, and in my direct testimony, that the need for the 10-digit

trigger will extend for some number of days beyond the original date for transferring the customer in many cases.

Q. MR. MUNSELL CLAIMS (MUNSELL DIRECT AT PAGE 49, LINES 15-24) THAT VERIZON SHOULD BE ABLE TO AVOID BRIGHT HOUSE'S PROPOSED EXTENDED 10-DIGIT TRIGGER BECAUSE BRIGHT HOUSE'S PROPOSAL GOES BEYOND CURRENT INDUSTRY PRACTICES AND WOULD BE "UNIQUE TO BRIGHT HOUSE." ARE THESE CLAIMS VALID?

A. No. It may well be that the industry has not generally agreed on how to handle the problem of rescheduling customer transfers – even though we have many years of experience with the task -- but that is no reason for the Commission to ignore the problem here in Florida. As I mentioned in my direct testimony, the 1996 Act very clearly empowers the Commission to establish pro-competitive, pro-consumer requirements relating to interconnection and customer service that go beyond whatever minimum obligations may be established by federal law. *See* 47 U.S.C. §§ 251(d)(3), 252(e)(3), 261(b), & 261(c). Indeed, Mr. Munsell himself at least implicitly recognizes that states have the power to impose requirements beyond those imposed by federal law when (in connection with Issue #5) he points to Florida law – not federal law – that requires CLECs to make their poles and conduits available to ILECs under certain conditions.[13] In light of that Florida law, the parties have settled Issue #5. It is odd that Mr. Munsell does not recognize the Commission's authority to establish requirements beyond the

[13] *See* Munsell Direct at 6-7.

federal or industry minimum standards in the number porting context (or other contexts).

With regard to the claim that Bright House is looking for some "unique" or special arrangement, Mr. Munsell is simply wrong. Bright House is seeking terms and conditions in its new ICA with Verizon that are just and reasonable. As Mr. Munsell is undoubtedly aware, under Section 252(i) of the Act, once the new ICA is established and approved, any other carrier may "opt into" or "adopt" the ICA for its own use.[14] This requirement literally guarantees that ***no*** provision in ***any*** approved ICA constitutes any sort of "unique" or "special" deal for any particular competing carrier. To the contrary, precisely because any ICA is available for adoption by other carriers no discriminatory "unique" or "special" treatment is even possible.

This claim, therefore, is completely wrong. The only question really before the Commission – on this or any other issue – is whether Bright House's specific proposal is just and reasonable, considering the circumstances – including the need to encourage competition, and protect consumers, by making the customer transfer process easy and efficient. For the reasons described above and in my direct testimony, Bright House's proposal regarding an extended 10-digit trigger meets that standard, and should be adopted.

[14] Indeed, Verizon witness Vasington flatly states that "Verizon is required to make available all of its section 251(c) agreements for adoption by other carriers." Vasington Direct at page 14, lines 6-8.

Q. MR. MUNSELL ALSO OBJECTS (MUNSELL DIRECT AT 50) TO BRIGHT HOUSE'S PROPOSAL BECAUSE IT WOULD ENTAIL A CHANGE IN VERIZON'S CURRENT PROCESSES AND SYSTEMS. IS THAT A VALID REASON FOR FAILING TO ACCEPT BRIGHT HOUSE'S PROPOSAL?

A. No, not at all. Consider what Mr. Munsell is suggesting: if we take his claim seriously, it would mean that no matter how inefficient, technically inadequate, or damaging to consumers and competition Verizon's current processes and systems might be, this Commission is completely powerless to establish ICA obligations on Verizon that require Verizon to correct those problems. This notion is completely without legal or regulatory foundation, is not in the public interest, and the Commission should reject it.

Q. ON WHAT DO YOU BASE YOUR CONCLUSION THAT THE COMMISSION HAS THE AUTHORITY TO IMPOSE OBLIGATIONS ON VERIZON THAT WOULD INVOLVE VERIZON CHANGING ITS SYSTEMS AND PROCESSES?

A. This is the only reasonable conclusion to draw from any number of provisions in the Act. First, Section 251(c) requires the terms and conditions associated with interconnection, access to unbundled network elements, etc., to be "just" and "reasonable." Nothing in that language suggests that if, in the circumstances, "just" and "reasonable" terms require the ILEC to change its present operations, a state commission is powerless to require those changes.

Second, Section 251(d)(3) states that nothing in Section 251 can be construed to prevent a state regulator from imposing additional obligations relating to interconnection as long as those additional obligations are not inconsistent with the obligations already present in Section 251.

Third, Section 252(e)(3) states that, in establishing an ICA in an arbitration proceeding such as this one, a state regulator like this Commission is not barred from "establishing and enforcing other requirements of state law … including compliance with intrastate telecommunications service quality standards or requirements."

Fourth, Section 261(b) states that Sections 251-261 of the 1996 Act shall not be construed to "prohibit any state commission … from prescribing regulations after [passage of the Act] in fulfilling the requirements of" Sections 251-261 of the Act.

Fifth, Section 261(c) states that nothing in sections 251-261 of the Act "precludes a state from imposing requirements on a telecommunications carrier for intrastate services that are necessary to further competition in the provision of telephone exchange service or exchange access," as long as the requirements are not inconsistent with those provisions, or FCC regulations implementing them.

Although I am not a lawyer, in my view, the claim that a state commission cannot require an ILEC to modify or improve its operations in the course of establishing an ICA is extremely pernicious and anticompetitive, and the Commission should totally reject it.

Q. WHY IS VERIZON'S CLAIM ABOUT THE LIMITS OF THE COMMISSION'S AUTHORITY PERNICIOUS AND ANTICOMPETITIVE?

A. If Verizon's view were adopted, it would mean that the ILEC itself could slow down the pace of competition by the simple expedient of never taking steps to upgrade its network, its systems, or its processes in ways that are necessary in order for competition to flourish and in order for consumers to benefit. Here we see this problem with Verizon claiming that even if consumers would benefit from keeping the 10-digit trigger in place for longer than the one day period Verizon has established, there is nothing the Commission can do to correct that problem. As noted in my direct testimony, and below, we see the same problem with Verizon insisting on maintaining obsolete and inefficient DS-1 level interconnection ports on its switches, and then charging CLECs like Bright House for the "service" of down-grading higher speed, more efficient DS-3 or OC-3 (or higher) connections to the old DS-1 level. Verizon wants to stay in the driver's seat regarding the pace of competition any way it can. But the 1996 Act, as indicated by the provisions noted above, puts this Commission in charge of ensuring the growth and development of local telephone competition in Florida, in order to benefit Florida's telephone consumers. The Commission needs to expressly reject Verizon's effort to deprive this Commission of its appropriate authority.

Q. MR. MUNSELL CLAIMS (MUNSELL DIRECT AT 51 & NOTE 9) THAT BRIGHT HOUSE'S PROPOSED CUSTOMER TRANSFER

PROCEDURES INAPPROPRIATELY SEEK TO REOPEN ISSUES THE COMMISSION HAS ALREADY DECIDED, SUCH AS THE PROBLEM OF VERIZON FAILING TO PROPERLY GROUND THE ELECTRICALLY "LIVE" CABLE PLANT USED TO PROVIDE VOIP SERVICES WHEN VERIZON DISCONNECTS THAT PLANT TO SERVE A CUSTOMER. IS THAT CLAIM ACCURATE?

A. No. It is true that the Commission ruled last year that it lacks stand-alone jurisdiction over the dangerous and inappropriate procedures that Verizon uses when it cuts a customer's cable drop as part of transferring a customer from Bright House to Verizon. But that decision was not made in the context of an interconnection arbitration between Verizon and Bright House. I will leave the legalities to the lawyers, but on a simple, practical level, what the parties physically do in the process of transferring one customer to another is simply one aspect of the terms and conditions that apply to interconnecting their networks and exchanging traffic. As a result, the Commission's authority, based on the statutory provisions noted above, to impose pro-competitive, pro-consumer obligations on carriers – including Verizon – in the course of establishing an ICA seem clearly to empower the Commission to include responsible grounding procedures within the new ICA here, whether or not the Commission considers itself to have such authority on a stand-alone basis.

Q. IN SUM, WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE #41?

A. First, no matter how the Commission rules on the individual terms to which Verizon has objected, it is very important that the new ICA contain a specific attachment, along the lines proposed by Bright House, that lays out the procedures the parties will follow when transferring a customer. Having those procedures clearly and simply laid out can only help minimize disputes and benefit consumers by making the transfer process more efficient. I would note in this regard that an important part of Bright House's proposal, to which Verizon does not seem to specifically object, is the requirement that the parties negotiate regarding any problems or situations that arise regarding customer transfers, with the Commission available to resolve any disputes the parties cannot work out for themselves.

Second, without rehashing the details I have discussed above, with the exception of Mr. Munsell's objection to Bright House's proposed language regarding the porting of "reserved" numbers – which is well-taken – none of his objections to Bright House's specific proposals has any merit. As a result, the Commission should adopt Bright House's proposed customer transfer procedures, as Bright House has suggested.

Issue 32 (DS-3 And Higher Level Trunking)

Issue #32: May Bright House require Verizon to accept trunking at DS-3 level or above?

Q. WHAT IS STATUS OF THE DISPUTE UNDERLYING ISSUE #32?

A. I explained in my direct testimony that Verizon has apparently chosen to maintain its network with switches using the now ancient (in technology terms) DS-1 level interface, even though any modern network would provide for interconnection at DS-3 or higher levels. And, I explained why, if Verizon persists in maintaining its low-bandwidth, inefficient DS-1 ports on its switches, it may not properly charge Bright House for the "demultiplexing" needed to break down Bright House's higher-speed signals into the lower-speed DS-1s that Verizon wants (or for "multiplexing" Verizon's low-speed signals up to DS-3 or higher levels). The need for demultiplexing exists only because Verizon refuses to interconnect at a higher level.

Moreover, the discussion above in connection with customer transfer procedures explains why the Commission is fully empowered to require Verizon to upgrade its network to accommodate modern, higher-speed interconnection rates. That is, not only should the Commission ban Verizon from charging Bright House for "extra" services needed to accommodate Bright House's slow interconnection rates; it can actually require Verizon to improve its network in order to enhance competition and consumer welfare, if doing so is "just" and "reasonable" and otherwise pro-competitive – which it is.

Q. WHICH VERIZON WITNESS ADDRESSES ISSUE #32?

A. Verizon witness Mr. D'Amico addresses this issue at pages 12-13 of his testimony. I note that Mr. D'Amico frankly confesses that "Verizon's switches typically have lower-capacity, DS1 ports." So there is no dispute that Verizon's

network is, in this respect, old and inefficient. The only question is what to do about that fact in the context of this ICA arbitration.

Q. WHAT IS MR. D'AMICO'S BASIC POSITION ON THIS ISSUE?

A. On page 12 of his testimony, at lines 19-21, he acknowledges that Bright House can interconnect at higher data transmission rates, but, as noted above, says that if Bright House does so "it must arrange for multiplexing" – that is, pay extra – in order to lower the data rates back to the old DS-1 level.

Q. DOES MR. D'AMICO TRY TO EXPLAIN *WHY* BRIGHT HOUSE SHOULD HAVE TO BEAR THAT EXPENSE?

A. As far as I can tell, at no point does he try to justify imposing that cost of Verizon's inefficiency on Bright House. As I explained in my direct testimony, however, interconnection arrangements are to be priced using the "TELRIC" standard, which sets prices based not on the ILEC's actual existing network configuration – which may well be obsolete and inefficient – but rather on the network arrangements that an efficient ILEC would deploy in the future, over the long run.[15] As the FCC states, the TELRIC cost of an interconnection arrangement:

> should be measured based on the use of the ***most efficient telecommunications technology currently available and the lowest cost network configuration,*** given the existing location of the [ILEC's] wire centers.[16]

[15] *See* Gates Direct at 67-82.

[16] 47 C.F.R. § 51,505(b)(1) (emphasis added).

There is no possible grounds for disputing that, for traffic volumes of the sort that Bright House and Verizon routinely exchange (in excess of 30,000,000 minutes of traffic every month of local traffic, without even considering exchange access traffic), the "most efficient telecommunications technology currently available" and the "lowest cost network configuration" is at least DS-3 level interconnection, and probably OC-3 or OC-12 level interconnection. With that type of interconnection, Bright House would never have to pay to step its data rate down to the DS-1 level that Verizon currently uses. In short, the FCC's rules are completely inconsistent with Mr. D'Amico's position.

Q. MR. D'AMICO SUGGESTS (PAGE 13, LINES 1-4) THAT THIS IS NOT A PROBLEM BECAUSE UNDER VERIZON'S PROPOSED LANGUAGE THE PARTIES COULD, BY MUTUAL AGREEMENT, EXCHANGE TRAFFIC AT DS-3 OR HIGHER DATA RATES. DO YOU AGREE?

A. I certainly agree that the parties should be, and are, free to agree to use higher data rates than DS-1 for purposes of interconnection. But for the reasons described above, I strongly disagree that in the meantime Verizon can shift the costs of its own inefficiency by requiring Bright House to pay for multiplexing and demultiplexing its native higher-data-rate signals. In this regard, as long as Verizon can force Bright House to pay for multiplexing and demultiplexing, Verizon will have scant incentive to actually establish the more efficient, higher data rate connections that are justified by the traffic volumes the parties exchange. On the other hand, once Verizon itself is forced to bear the costs of its own

inefficiency, it may finally have an appropriate incentive to voluntarily upgrade its own network to modern standards.

Q. MR. D'AMICO ALSO OBJECTS TO BRIGHT HOUSE'S PROPOSED LANGUAGE GIVING BRIGHT HOUSE THE OPTION TO ESTABLISH DS-3 CONNECTIONS OVER EITHER COPPER OR OPTICAL FIBER. (D'AMICO DIRECT AT PAGE 13, LINES 6-12.) IS HIS CONCERN VALID?

A. No, not at all. Mr. D'Amico seems to be suggesting that, because Bright House has the "option" to establish DS3 trunks on fiber or copper, that Bright House could randomly choose to switch from one to the other. Thus, he claims that if Verizon establishes DS-3 facilities using copper, "Bright House could require Verizon to establish new, fiber interconnection facilities, which would be wasteful and inefficient."[17] But this is not the intent of Bright House's proposed language. That language provides:

> The Parties shall utilize, at Bright House's option, B8ZS and Extended Super Frame (ESF) trunking at the DS3 level or above (including OC-3, OC-12, or OC-48, as traffic levels dictate), using, at Bright House's option, copper or fiber physical transport facilities for DS3-level connections.

Aside from the fact that it would be inefficient and wasteful for Bright House itself to randomly switch from copper DS-3 to fiber DS-3 and back, that is not the point of this language. Rather, the point of the language is that, when a DS-3 interconnection is being first established, Bright House, rather than Verizon, can

[17] *See,* D'Amico Direct at page 13, lines 9-11.

choose whether copper or fiber will be used. If Bright House later wants to change an existing DS-3 interconnection from copper to fiber or vice versa, for its own purposes, it would not expect to obtain that change-out of facilities, for its convenience, for free – unless, of course, Verizon agreed to do so for its own purposes. Bright House would have no objection to including language clarifying this point if Verizon is truly concerned about it.

Q. DO YOU HAVE ANY FURTHER COMMENTS ON THIS ISSUE?

A. Yes. Under Section 251(c)(2), Bright House is entitled to interconnect with Verizon at "***any*** technically feasible point" that is "within" Verizon's network. Verizon seems to assume that such "technically feasible points" are somehow limited to ports on its switches (which, in Verizon's case, can apparently only handle DS-1-level inputs). While it is true that the FCC's rules list switch ports as examples of "technically feasible" interconnection points,[18] the FCC specifically states that those points include, "at a ***minimum***" the listed items, including switch ports. But "interconnection" refers simply to the physical linking of networks to exchange traffic.[19] There are any number of "points" that are "within" Verizon's network at which DS-3, OC-3, OC-12 and higher data rate signals can be exchanged. These include, for example, fiber ports on Verizon's fiber optic terminals, the DS-3 or higher ports on the very multiplexing equipment that Verizon improperly seeks to charge Bright House for, and ports on common

[18] *See* 47 C.F.R. § 51.305(a)(2).
[19] 47 C.F.R. § 51.5.

devices in networks known as Digital Access Cross-Connect Systems, or DACCS.[20]

Q. CAN YOU PROVIDE AN EXAMPLE?

A. Yes. It is technically feasible for Bright House to connect with Verizon at the DS-3 level on Bright House's "side" of the multiplexing/demultiplexing equipment that the parties are using today. Those DS-3 ports, therefore, are "technically feasible points" at which the parties' two networks can be physically linked to exchange traffic. It is only Verizon's unstated – and, under Section 251(c)(2) and the FCC's rules, completely unwarranted – assumption that its switch ports are the ***only*** "technically feasible points" of interconnection that allows it to claim that it is somehow Bright House's responsibility to pay for the multiplexing and demultiplexing needed to get the traffic the parties exchange from that actual point of physical interconnection the rest of the way to Verizon's switches.

Q. IN SUM, WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE #32?

A. The Commission should adopt Bright House's suggested language on this issue. In addition, the Commission should clarify that even if Verizon does not upgrade its switching equipment to permit DS3 or higher-level interconnection rates, the

[20] Bright House either has, or shortly will have, sent data requests to Verizon to confirm that Verizon in fact has these types of equipment within its network. That said, I would be truly shocked if it did not, in fact, already have such equipment in place.

TELRIC pricing standard does not permit Verizon to charge for the tasks involved in bringing the signals down to the DS-1 level.

Issue 36 and Issue 24 (Meet Point Billing/TELRIC Rating Of Facilities)

Issue #36: What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

(a) Should Bright House remain financially responsible for the traffic of its affiliates or other third parties when it delivers that traffic for termination by Verizon?

(b) To what extent, if any, should the ICA require Bright House to pay Verizon for Verizon-provided facilities used to carry traffic between interexchange carriers and Bright House's network?

Issue #24 Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at TELRIC rates?

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #36 AND ISSUE #24?

A. Based on ongoing discussions between the parties and a review of Verizon's direct testimony, it is necessary to restate and clarify some of the points regarding these issues that I raised in my direct testimony.

In my direct testimony, I discussed in some detail the rules regarding meet point billing, which is the industry term for a situation where two local carriers – here, Verizon and Bright House – jointly provide access service to third-party long distance carriers.[21] A typical situation would involve a call that comes in from a long distance carrier, goes through Verizon's tandem, and then is routed to Bright

[21] *See*, for example, Gates Direct at 99-102.

House's network for delivery to a Bright House end user. In that situation Bright House and Verizon jointly provide "terminating switched access" service to the long distance carrier. As between the two of them, they physically interconnect at an appropriate point "within Verizon's network" in order to permit the "transmission and routing" of this "exchange access" traffic.[22]

In my direct testimony I also discussed the fact that the FCC's rules and rulings plainly require that if a competitor, such as Bright House, purchases facilities from an ILEC, such as Verizon, for purposes of reaching the interconnection point "within Verizon's network" for purposes of traffic exchange, those facilities must be priced using the cost-based "TELRIC" standard, and not the (almost universally) higher rates that the ILEC will have in its tariffs.

It turns out that the way that Bright House has configured its network in the Tampa area, including its interconnections with Verizon, the only inter-network facilities that are actually at issue between the parties are facilities that Verizon is providing Bright House for purposes of handling the very large amount of meet point billing traffic that the parties exchange with each other. Consequently, it makes sense to discuss Issue #36, regarding meet point billing, and Issue #24, regarding TELRIC pricing of interconnection facilities, at the same time.

Q. PLEASE DESCRIBE THE INTERCONNECTION ARRANGEMENTS THAT EXIST TODAY BETWEEN BRIGHT HOUSE AND VERIZON IN THE TAMPA AREA.

[22] *See* 47 U.S.C. § 251(c)(2).

A. Bright House has a facility in the Tampa area that contains its switching and associated network gear. Bright House's wholesale customer, its cable affiliate, provides its own facilities to reach that location and receive wholesale telephone exchange service and other telecommunications functions from Bright House. Connecting with Bright House's customer, therefore, is fairly straightforward.

Connecting with Verizon, however, is more complicated. To accomplish that purpose, Bright House has established optical fiber "rings" that run from Bright House's facility all the way over to three different physical Verizon locations. Two of these locations house Verizon "end office" switches, that is, switches that serve Verizon end user customers. The third location contains a Verizon end office switch, as well as two Verizon "tandem" switches. Tandem switches do not typically provide service directly to end users. Instead, tandem switches provide links between other ***switches***.[23]

At those three Verizon buildings, Bright House has literally already built its optical fiber to "Manhole 0" – that is, the nearest manhole that exists outside the Verizon building. In addition, Bright House has established physical collocation arrangements in each of those buildings, which contain Bright House's own network gear – including equipment to terminate the fiber optic connections from its own network, as well as ports on which it can either send traffic to, or receive

[23] In the typical case, an ILEC such as Verizon will connect each of its end offices to one or more tandem switches, so that calls between end offices can go through the tandem, either because there is no direct connection between two particular end offices, or because any direct connections that do exist are full. In addition, by connecting every end office to a tandem switch, the ILEC provides a single point within a LATA where long distance carriers can pick up outgoing traffic and drop off incoming traffic. It is this latter function that is most relevant here.

traffic from, Verizon. The connection from "Manhole 0" up to the collocation space is provided by means of Verizon-supplied "inner duct" running from the manhole up to the collocation area. Bright House runs a short length of its own optical fiber through the inner duct to its collocated equipment.[24]

Bright House has configured its network, and its connections with Verizon, in a conservative fashion in order to provide redundancy – that is, back-up arrangements so that calls will continue to go through even if some part of the system fails. One aspect of this redundancy is having collocations – and interconnection points – at more than one Verizon location. If one location goes down, traffic can still flow through the others. Another is the fact that Bright House uses "self-healing" fiber ring technology. Basically this means that if (for example) the fiber running directly from Bright House's switch to one of its collocations is cut, the system will automatically and nearly instantaneously send all the traffic around the ring in the direction away from the cut, so that traffic will still go through.

Still another aspect of redundancy relates specifically to meet point billing traffic. Under its current agreement with Verizon, Bright House has agreed to pick up that traffic literally at the switch ports on Verizon's tandem switch. (This is

[24] The fact that Bright House has already built optical fiber all the way to the doorstep (almost literally) of three different Verizon central office buildings means that in practical terms, even if Bright House does choose to convert to one or more "fiber meet" interconnections with Verizon, (a) Verizon will not need to construct hardly any fiber at all, much less 500 or more feet; and (b) any fiber meet will occur within a few hundred feet of a Verizon central office. As a result, while Bright House continues to believe that Verizon's limitations on the location of fiber meets are unduly restrictive as a general matter, Bright House itself is not affected by them, and so is dropping its proposals to modify them. This is why it was possible to settle Issue #27.

perfectly acceptable under Section 251(c)(2), the governing statute, as I discuss in more detail below.) But Bright House then buys interconnection facilities from Verizon to connect those switch ports back to its two collocations located at the Verizon end offices. This ensures that even if some Verizon tandem switch ports cease functioning, traffic will still flow through the others; and even if the connection between those switch ports and one of Bright House's collocations goes down, traffic will still flow to the other one. I am attaching a diagram, Exhibit TJG-4, that illustrates this arrangement.

As can be seen from the description above, and the diagram, in this arrangement the only interconnection facilities that Bright House is presently purchasing from Verizon are the links between Bright House's collocation facilities at the Verizon end offices, running to the switch ports on Verizon's tandem switch. At present, Verizon is charging Bright House high "special access" rates for these facilities, with bills of approximately $60,000 per ***month***. As I describe below, this is a mistake. These facilities should be billed at lower cost-based TELRIC rates.[25]

Q. WHICH VERIZON WITNESS ADDRESSES ISSUE #24?

A. Verizon witness Mr. Paul Vasington deals with Issue No. 24, at pages 21-23 of his testimony.

Q. WHAT IS THE GIST OF MR. VASINGTON'S ARGUMENT?

[25] As part of the parties' earlier discussions in this case, they have agreed to settle their dispute under their existing ICA with respect to the billing for these facilities. The issue, therefore, is how they should be priced under the new ICA.

A. Mr. Vasington claims that the FCC has ruled that ILECs like Verizon do not have to provide facilities to support interconnection and traffic exchange at TELRIC rates.

Q. IS MR. VASINGTON CORRECT?

A. No. As I explained in my direct testimony, the FCC ruling on which Verizon is relying addressed a completely different question. Briefly, Section 251(c)(2) of the Act deals with the interconnection of networks in order to exchange either telephone exchange service (local) traffic, or exchange access traffic. A different section of the Act, Section 251(c)(3), deals with a CLEC obtaining "access" to "unbundled network elements," or UNEs, from the ILEC. An ILEC's obligation to provide UNEs is conditioned in various ways. Most notably, Section 251(d)(2) of the Act says that a CLEC is not entitled to access to a UNE unless the CLEC would be "impaired" in its ability to offer services without it. Based on that provision and other considerations, the FCC held that if a CLEC wants to use ILEC-supplied facilities to connect to an ILEC's network ***in order to access UNEs,*** such as unbundled local loops, the CLEC is not entitled to those facilities at low, cost-based TELRIC rates. However, the FCC specifically stated that its ruling limiting the availability of TELRIC-priced facilities used to access UNEs ***does not affect*** its long-standing rule that TELRIC-priced facilities must be provided for purposes of interconnection to exchange traffic.

As I noted in my direct testimony, not only is the FCC's ruling on this point very clear, but as I understand it (and as Bright House's lawyers will explain in more

detail), the majority of courts that have looked at this issue have concluded that my understanding of the FCC's ruling is correct.

Q. DOES BRIGHT HOUSE BUY UNES FROM VERIZON?

A. As far as I know, it does not. Bright House serves its wholesale customer using its own network facilities, and its wholesale customer has its own means of connecting to end user VoIP subscribers. The only facilities Bright House buys from Verizon are used in support of interconnection for the exchange of traffic. As a result, TELRIC pricing, not tariff pricing, applies to those facilities.

Q. ARE THE FACILITIES THAT CONNECT BRIGHT HOUSE'S COLLOCATIONS IN VERIZON END OFFICES BACK TO VERIZON'S TANDEM SUBJECT TO THIS RULE?

A. Yes.

Q. PLEASE EXPLAIN.

A. Section 251(c)(2) of the Act calls for interconnection between two networks "at any technically feasible point" for the "transmission and routing" of two specified types of traffic: "telephone exchange service" and "exchange access." "Telephone exchange service" is defined in Section 153(47) of the Act and essentially means normal local telephone service.[26] "Exchange access" is defined

[26] The definition of this term was actually broadened in the 1996 Act to include not only traditional local telephone service, but also any "comparable" service. As I understand it, the parties do not have any significant dispute about this term. For the record, however, I would note that even if Bright House's wholesale service is not strictly identical to traditional local telephone service, without question it is "comparable" to traditional local service. I note this because Mr.

in Section 153(16) of the Act, and essentially means providing long distance carriers with the use of local services and facilities to originate or terminate toll calls. And, if there were any doubt that these are the two critical types of traffic addressed by Section 251(c)(2)'s interconnection obligation, the point is driven home by the definition of "local exchange carrier" in Section 153(26) of the Act. That provision defines a "local exchange carrier" as any entity that provides ***either*** "telephone exchange service" ***or*** "exchange access." So, the Act clearly views the provision of originating and terminating access service to long distance carriers as one of the essential attributes of being a local exchange carrier.

Q. WHEN BRIGHT HOUSE BUYS FACILITIES FROM VERIZON TO LINK ITS COLLOCATIONS AT VERIZON'S END OFFICES TO VERIZON'S TANDEM SWITCH FOR PURPOSES OF SENDING TRAFFIC TO OR FROM LONG DISTANCE CARRIERS, IS THAT PART OF PROVIDING "EXCHANGE ACCESS" TO THOSE LONG DISTANCE CARRIERS?

A. Absolutely. I do not understand there to be any dispute about this point. Basically, when a long distance carrier has a call to deliver to an end user, one typical configuration is for the call to go from the long distance carrier to an

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Munsell suggests (Munsell Direct at page 2, line 19, through page 3, line 2) that Verizon is somehow trying to preserve some claim that Bright House isn't "really" a competing carrier with interconnection rights. Bright House's lawyers will address this issue from a legal perspective if needed. From a practical policy perspective, the Commission should utterly reject any such argument. As noted in my direct testimony, competition from cable-affiliated CLECs, working with affiliated cable entities providing unregulated VoIP service, is far and away the most effective form of local telephone competition that has ever arisen under the Act. Indeed, Mr. Munsell himself bemoans the effectiveness of that competition by reciting how many customers Verizon has lost since Bright House entered the market. *See* Munsell Direct at page 4, line 24, through page 5, line 13. From my perspective, a claim that Bright House is not entitled to interconnection with Verizon is simply an anticompetitive ploy by Verizon to try to hobble its most effective competitor.

ILEC's tandem switch; then from that tandem switch to the end office switch serving the end user; then from that end office switch out to the end user. The portion of that service running from the tandem switch to the end office is generally known as "tandem switched transport." Both Verizon's access tariff and Bright House's access tariff contain specific rate elements charging for that function.[27] So, the facilities that Bright House is obtaining from Verizon are without question facilities that are used in support of the provision of access service to long distance carriers.

Q. ARE THOSE FACILITIES, THEREFORE, FACILITIES IN SUPPORT OF INTERCONNECTION UNDER SECTION 251(C)(2)?

A. Again, absolutely yes. As noted above, Verizon's obligation to interconnect with Bright House at "any technically feasible point" specifically extends to interconnection "for the transmission and routing of … exchange access." 47 U.S.C. § 251(c)(2)(A). The primary, if not sole, function of the facilities in question is so that long distance calls to or from third party long distance carriers can be "transmitted" and "routed" to or from Bright House's ultimate end users.[28] As a result, without question these facilities are being provided in order to support interconnection under Section 251(c)(2). They are therefore subject to cost-based

[27] Verizon's FCC Tariff No. 14, § 4.2.3(D), describes "Tandem Switched Transport" functions. Bright House's FCC Tariff No. 1 addresses this function at § 4.1.1

[28] Based on information provided by Bright House, my understanding is that the majority of traffic transmitted over these facilities – in excess of 300 million minutes of traffic per month – is traffic from third-party long distance carrier networks bound for Bright House end users. In addition, however, Bright House uses these facilities to send 8YY "toll free" calls from its end users to the third party long distance carriers that handle those calls, in cases where Bright House does not have a direct connection to the applicable long distance carrier.

TELRIC pricing, not – as Verizon has been charging under the parties' old ICA – high special access tariff prices.

Q. ISN'T IT TRUE THAT A TYPICAL FACILITIES CONFIGURATION SUBJECT TO TELRIC PRICING IS A SO-CALLED "ENTRANCE FACILITY" RUNNING FROM A CLEC'S SWITCH LOCATION TO A NEARBY ILEC END OFFICE?

A. Yes, that is the example most often used in discussions of this point. But that does not mean that the facilities I have been discussing are not also facilities in support of interconnection. To the contrary, that is plainly what they are, for the reasons described above. Consider the following: if Bright House had not invested in the extensive fiber optic ring network to connect from its own switch location out to Verizon's network, it could clearly buy TELRIC-rated entrance facilities from its switch location to the Verizon tandem where it picks up and hands off the "exchange access" traffic at issue here. It would make no sense whatsoever to penalize Bright House (or any other CLEC) in the form of having to pay higher, tariffed special access rates when it makes the considerable investment to get at least part of the way from its own switching location to the ILEC's tandem. Such a rule would create a significant disincentive on CLECs to invest in their own facilities, which is exactly the opposite incentive that the Act is trying to establish.

Q. YOU NOTED EARLIER THAT BRIGHT HOUSE HAS FACILITIES THAT RUN TO THE VERIZON TANDEM LOCATION, BUT STILL

ROUTES THE ACCESS TRAFFIC AT ISSUE HERE TO ITS MORE DISTANT COLLOCATIONS IN VERIZON'S END OFFICES. COULDN'T BRIGHT HOUSE AVOID THESE TARIFFED CHARGES ENTIRELY BY PICKING UP AND HANDING OFF THIS ACCESS TRAFFIC DIRECTLY AT VERIZON'S TANDEM?

A. It certainly could, and may indeed reconfigure its network, in the future, to do so. But it may choose to leave some or all of its existing facilities in place in order to preserve the network redundancy that is needed to ensure high-quality service to long distance carriers and its own ultimate end users. Under the current configuration, other than Verizon's tandem switch itself, there is no "single point of failure" that could interfere with Bright House's ability to send and receive traffic between its own network and long distance carriers. If Bright House reconfigured its network to receive all this access traffic directly at its collocation in the building housing Verizon's tandems, the equipment at that collocation would become such a "single point of failure." As a result, it is very possible that at least some of the facilities at issue will remain in place, simply to provide appropriate network redundancy. Moreover, as noted above, the current price of these facilities is approximately $60,000 per month. Even if Bright House chooses to reconfigure its network to exchange all this access traffic at its collocation at Verizon's tandem building, planning and implementing that reconfiguration will take a number of months. The new ICA should reflect proper TELRIC pricing for the facilities under discussion whether they remain in service only for a period of months while the network is reconfigured, or whether, for

reasons of network security and redundancy, Bright House chooses to keep them in place for the entire duration of the new ICA.

Q. IN YOUR DIRECT TESTIMONY YOU SUGGESTED THAT BRIGHT HOUSE CANNOT BE REQUIRED BY VERIZON TO EXCHANGE THIS ACCESS TRAFFIC AT VERIZON'S TANDEM SWITCH AT ALL, AND THAT, INSTEAD, BRIGHT HOUSE SHOULD BE ABLE TO DESIGNATE THE COLLOCATIONS AT VERIZON'S END OFFICES AS THE POINT OF INTERCONNECTION FOR PURPOSES OF EXCHANGING ACCESS TRAFFIC. HOW DOES THE DISCUSSION ABOVE RELATE TO THAT POINT?

A. As noted above, interconnection for the "transmission and routing of … exchange access" traffic is a core, integral part of interconnection under Section 251(c)(2). As a result, Bright House is entitled to interconnect with Verizon for that purpose "at any technically feasible point." It is clearly technically feasible for Verizon to deliver traffic to Bright House from third-party long distance carriers at Bright House's end office collocations with Verizon. (In practical physical terms, that is what is happening today, in that Verizon-provided facilities are handling the transport of this access traffic between the tandem and the end office collocations.) This would be another option for Bright House to consider as it manages its network arrangements with Verizon.

Q. WOULDN'T THAT BE UNFAIR TO VERIZON, SINCE IT IS TODAY CHARGING BRIGHT HOUSE FOR THE FACILITIES LINKING

BRIGHT HOUSE'S END OFFICE COLLOCATIONS TO VERIZON'S TANDEMS, AND IT WOULD NOT BE ABLE TO DO SO IF THE INTERCONNECTION POINT WERE DEEMED TO BE AT THE END OFFICE COLLOCATIONS?

A. No, not at all. The reason is that while Verizon would no longer charge Bright House for those facilities, it would be able to charge the long distance carriers for them.

Q. PLEASE EXPLAIN.

A. The industry standard rules for meet point billing establish that the carrier or carriers that provide the connection from an ILEC tandem out to a CLEC end office get to charge the long distance carrier for that transport function, in direct proportion to how much of it each of them performs. Under today's arrangement, Bright House buys facilities from Verizon (again, paying too much for them today) that run from Verizon's tandem to Bright House's collocations, and then uses its own fiber facilities to get the traffic the rest of the way to its own switch. As a result, Bright House today gets to bill the long distance carriers for 100% of the transport function between Verizon's tandem and Bright House's switch. If Bright House exercised its right under Section 251(c)(2) to establish its interconnection point for the exchange of this access traffic at its end office collocations instead, then ***Verizon*** would be responsible for providing some of the transport (specifically, the transport from its tandem to Bright House's collocations), while Bright House would be responsible only for some of that

transport (from its collocations back to its own switch). Under this scenario, Verizon would indeed "pick up" the cost and the responsibility for part of the transport, but under the industry-standard rules for jointly provided access, it would then be entitled to bill the long distance carriers for the portion of the transport it actually provides.[29] There would, therefore, be no unfairness to Verizon if Bright House were to choose to configure its interconnection with Verizon that way. (Obviously, under this potential configuration, Bright House would end up billing the long distance carriers less than it bills them today.)

Q. PLEASE SUMMARIZE YOUR DISCUSSION OF THESE ISSUES SO FAR.

A. The discussion above boils down to a few essential points. First, the facilities linking Bright House's end office collocations to Verizon's tandem are clearly interconnection facilities in support of the "transmission and routing" of exchange access traffic within the meaning of Section 251(c)(2). Second, for that reason, Verizon is not permitted to charge high tariffed special access rates for those facilities; instead, those facilities must be rated using the efficient, cost-based TELRIC standard. Third, because these facilities are in support of Section

[29] For the reference of the Commission and its Staff, I am attaching as exhibits the industry documents that lay out the meet point billing rules. These are the so-called MECAB document (which stands for "Multiple Exchange Carrier Access Billing") and the MECOD document (which stands for "Multiple Exchange Carrier Ordering Document"). Those documents note that, in general two carriers jointly providing access service to long distance carriers will negotiate to establish the specific hand-off point at which one carrier's responsibility ends and the other's begins. As a purely general statement that is true. However, for the reasons discussed above, when the specific arrangement relates to an ILEC and a CLEC operating in the same physical territory, Section 251(c)(2) of the Act empowers the CLEC to designate "any technically feasible point" within the ILEC's network as the location where the handoff will occur.

251(c)(2) interconnection, Bright House may deem the point of interconnection for purposes of the transmission and routing of this traffic to be any technically feasible point within Verizon's network, including, if it so chooses, its existing end office collocations. Fourth, if it exercises that choice, Verizon would no longer be able to charge Bright House anything at all for those facilities. This would be perfectly reasonable, however, because in that event, under standard industry rules for meet point billing (a) Verizon would be able to charge the long distance carriers for the use of those facilities, which it is not doing today and (b) Bright House would have to stop billing the long distance carriers for using those facilities, which it is doing today.

Q. THE DISCUSSION ABOVE COVERS ARRANGEMENTS FOR MEET POINT BILLING OF THIRD PARTY LONG DISTANCE CARRIERS WHEN VERIZON PROVIDES TANDEM SWITCHING TO THOSE CARRIERS, AND THE QUESTION IS HOW TO GET TRAFFIC, VIA VERIZON'S TANDEM, TO AND FROM BRIGHT HOUSE'S NETWORK. IS THERE ANOTHER MEET POINT BILLING SCENARIO IN DISPUTE BETWEEN THE PARTIES?

A. Yes, there is.

Q. PLEASE DESCRIBE THAT OTHER SCENARIO.

A. As far as I can tell, Verizon is taking the position that it has, and is entitled to maintain, what amounts to a complete, 100% monopoly in the Tampa LATA with respect to the provision of tandem switching used to reach Verizon's own end

offices. That is, even though it is entirely technically and operationally feasible for Bright House to use its switch and fiber optic connections to Verizon to provide long distance carriers with tandem switching that would route their incoming long distance traffic to the ***Verizon*** end office serving a ***Verizon*** end user, Verizon is taking the position that it will simply refuse to establish such an arrangement under the new ICA. In my opinion that is directly contrary to Verizon's obligation to interconnect for the "transmission and routing of … exchange access traffic." It is also plainly anti-competitive. The Commission should reject Verizon's position on this point entirely.

Q. PLEASE EXPLAIN THE PHYSICAL NETWORK ARRANGEMENTS THAT BRIGHT HOUSE WOULD LIKE TO BE ABLE TO USE UNDER THIS SCENARIO.

A. As noted above, Bright House has high-capacity optical fiber connections running from its own network switch to three different collocations in three different Verizon switch buildings. Given the volume of traffic that Verizon and Bright House exchange, the parties have established direct trunks – that is, connections that do not run through Verizon's tandem switch at all – from those collocations out to all or essentially all of Verizon's end office switches within the Tampa LATA. In physical terms, these trunks start at Bright House's switch, get carried to one of Bright House's collocations using Bright House's own fiber facilities, and then get handed off to Verizon's facilities (which may be fiber, copper, or some combination), which carry the trunks directly to the Verizon end office

where the traffic is going to (or coming from; traffic flows in both directions over these trunks).

Today, these direct trunks are used only for traffic that begins with a Bright House end user and goes directly to a Verizon end user, or vice versa. (That is, for traffic that is mainly "local" or "telephone exchange service" traffic.) However, it would be technically and operationally simple for (a) long distance carriers with terminating access traffic bound for ***Verizon's*** end users to deliver that traffic to ***Bright House's*** switch, and then (b) for Bright House to switch that inbound long distance traffic out onto the very same trunks, using the very same facilities, that the parties already have in place to carry local traffic directly from Bright House's switch to Verizon's end office switches.[30]

Note that this proposed arrangement is simply the converse of what exists today, discussed above, for handling inbound long distance traffic that first hits Verizon's tandem switch and then is routed, over jointly provided facilities, to Bright House's switch. Bright House wants the new ICA to clearly specify that it is equally permissible for inbound long distance traffic coming in from other

[30] If Verizon wanted to do so, in order to facilitate billing or for other reasons, it would also be a simple matter to establish logically separate "trunks" to carry this inbound long distance traffic over the same physical facilities used today for local traffic. As noted in my direct testimony, the physical facilities linking the two networks are analogous to a new, wide concrete highway without any lane lines drawn onto it, while "trunks" are analogous to lanes for traffic painted onto the physical concrete highway. While it is common in some contexts to talk about "trunks" linking two networks and "facilities" linking two networks somewhat interchangeably, in some contexts – including the discussion of meet point billing – it is important to keep the two concepts separate. So, to be clear, when I speak of "facilities" linking two switches, I am talking about the physical equipment – the optical fiber or copper wiring – that links two switches. But when I speak of "trunks" between two switches, I am referring to a flow of traffic, electronically or optically broken down into large or small amounts (OC-48 or OC-12 at the high end, DS-3 or DS-1 at the low end), that is handled as a separate group of traffic by the electronic or optical equipment at either end of the physical facility.

LATAs to first hit ***Bright House's*** switch – which would provide the tandem switching function – and then be routed over jointly provided facilities to ***Verizon's*** end offices.

Q. IS THIS PROPOSED ARRANGEMENT CONSISTENT WITH THE INDUSTRY'S MECOD AND MECAB RULES REGARDING MEET POINT BILLING?

A. Absolutely. Those rules do not require that an ILEC like Verizon be the entity that performs tandem switching for inbound long distance traffic bound for its own end offices. To the contrary, a key point of the MECOD and MECAB rules is to deal with situations where a carrier receives long distance traffic at its end offices that was tandem-switched by another carrier.

Q. WHICH VERIZON WITNESS ADDRESSES ISSUE #36, RELATING TO MEET POINT BILLING?

A. Mr. Munsell addresses meet point billing issues at pages 22-31 of his direct testimony.

Q. BASED ON MR. MUNSELL'S TESTIMONY, DOES VERIZON DISAGREE WITH YOUR DISCUSSION ABOVE?

A. It is hard to say. On the one hand, some of his words suggest that Verizon is perfectly happy to recognize that Bright House is entitled to provide tandem switching functions in competition with Verizon. On the other hand, when the

actual details of his testimony are considered, he actually seems to oppose arrangements under which Bright House could actually compete.

Q. PLEASE EXPLAIN WHAT YOU MEAN.

A. To start with, Mr. Munsell states (at page 22, lines 19-22), that "Verizon has no objection to Bright House operating as a competitive tandem provider," and suggests that the only problem is that Bright House's specific proposed language to accomplish that purpose is the only issue. But then his discussion is focused on Bright House providing ***originating*** access service to third-party long distance carriers. *See, e.g.,* Munsell Direct at page 24, lines 17-20.[31] However, as just explained in the footnote, Bright House's actual concern at this point is to be able to compete with Verizon for tandem switching and transmission with respect to ***inbound*** long distance traffic.

Q. DO YOU AGREE WITH MR. MUNSELL THAT IF BRIGHT HOUSE WANTS TO PROVIDE ORIGINATING ACCESS SERVICE FROM VERIZON'S END OFFICE SWITCHES TO BRIGHT HOUSE'S OWN

[31] He states: "My understanding of Bright House's proposal is that Bright House would set itself up as an alternative access tandem provider, ***and that the parties would attempt to route 1+ dialed calls, destined to IXCs, to each other over local interconnection trunks.***" (Emphasis added). This is wrong, in part, in that Bright House does not in any way insist on using local interconnection trunks to handle jointly provided access traffic. If it is feasible to use local trunks for this purpose, that's fine, but if it isn't, Bright House is completely amenable to establishing separate trunks for third-party access traffic over the existing physical facilities linking Bright House's switch with Verizon's switches. But Mr. Munsell's fundamental misunderstanding is that Bright House's initial competitive concern is the ability to provide ***terminating*** tandem switching to third-party IXCs. That is, Bright House believes that it may be able to interest IXCs in routing their inbound traffic, coming from distant LATAs, to Bright House for switching and routing to Verizon end offices. Yet Mr. Munsell seems focused on outbound traffic.

SWITCH, THAT IT CAN OBTAIN THE REQUISITE FUNCTIONALITY FROM VERIZON'S TARIFF?

A. My understanding is that the referenced material in Verizon's FCC Tariff No. 14 indeed relates to the functionality required. Basically, in that tariff material, as I understand it, Verizon indicates that it can configure a switch so that if a customer has indicated that "XYZ Long Distance" is his preferred carrier, then any time that customer makes a "1+" call, the call will be routed to a particular outbound switch port – to which "XYZ Long Distance" will have attached a trunk to receive the calls.

Importantly, however, that is not the configuration that Bright House is interested in.

Q. WHAT CONFIGURATION IS OF INTEREST TO BRIGHT HOUSE?

A. Bright House is interested in competing with Verizon to provide ***terminating*** tandem-switched access to third party long distance carriers. Mr. Munsell, in the cited testimony, is talking about ***originating*** access.

Q. WHAT DOES MR., MUNSELL HAVE TO SAY ABOUT BRIGHT HOUSE'S INTEREST IN COMPETING WITH VERIZON FOR *TERMINATING* ACCESS SERVICE?

A. Mr. Munsell, with no technical explanation, simply makes the conclusory assertion that Verizon cannot handle that arrangement. His entire discussion of this point is set out below:

> Another issue with Bright House's proposal, as I understand it, is that it appears to contemplate that Verizon would, in some instances, subtend the Bright House competitive tandem. For the routing of inbound interexchange traffic, it would appear that Bright House is proposing that traffic routed from the IXCs that use Bright House's competitive tandem service should route through Bright House's tandem and then to the appropriate Verizon end office, such that the Verizon end offices would, in at least some circumstances, subtend the Bright House switch. I believe that this could not work from a network routing perspective, as a switch can only subtend a single tandem for any given NPA/NXX.
>
> Because Verizon cannot operate in the way Bright House proposes, Bright House's proposed changes should be rejected. Verizon can and will accommodate Bright House's desire to operate as a competitive tandem provider through the existing ICA provisions and through the TSS provisions in Verizon's tariff, which already spell out the manner in which Bright House can obtain what it needs to provide tandem functionality for exchange access services.[32]

In other words, Mr. Munsell baldly states that "this could not work from a network perspective" because "a switch" (that is, Verizon's end office switch) "can only subtend a single tandem" (that is, ***Verizon's*** tandem) "for any given NPA/NXX." As a result, Mr. Munsell states without explanation, "Verizon cannot operate in the way Bright House proposes."

Q. IS MR. MUNSELL CORRECT FROM A POLICY OR TECHNICAL PERSPECTIVE?

A. No. This statement is breathtaking in both its technical inaccuracy and if accepted, its pure, blatant, anticompetitive and monopolistic effect.

Q. PLEASE EXPLAIN THE TECHNICAL INACCURACY OF MR. MUNSELL'S STATEMENT.

[32] *See,* Munsell Direct at page 24, line 25 through page 25, line 17.

A. There is no technical impediment at all to Verizon advertising to the industry, through normal means (the Local Exchange Routing Guide, or LERG) that its end offices can be reached through its own tandem (that is, that they "subtend" its own tandem), while Bright House also announces to the industry, either via the LERG or via private arrangements with long distance carriers, that Verizon's end offices can ***also*** be reached through ***Bright House's*** switch. That way, third-party long distance carriers with traffic to deliver to Verizon's end offices would be able to choose which tandem switching service to use – Bright House's or Verizon's.

Q. IS THE ARRANGEMENT YOU SUGGEST A NOVEL OR NEW APPROACH?

A. No. This is not some new or obscure technical arrangement that Bright House has just invented. To the contrary, for roughly 20 years – two decades – the FCC has required ILECs to make arrangements for what is known as "expanded interconnection" in its end offices. The entire purpose of these "expanded interconnection" arrangements was to allow entities known as "competitive access providers," or CAPs, to use their own switching and optical fiber facilities to compete with the ILEC in the provision of access services – including terminating switched access. These "expanded interconnection" arrangements are described in the FCC's rules at 47 C.F.R. § 64.1401, § 64.1402, and § 69.121. They clearly contemplate linking a CAP's collocated transport facilities with the ILEC's switched access service – that is, in the context, the use of the ILEC's

switches for either originating or terminating switched access. These FCC rules were originally promulgated in ***1992*** – nearly 20 years ago.

So, not only is Mr. Munsell wrong to suggest that there is something technically infeasible about Bright House linking its own switch (functioning as a tandem) via direct trunks into Verizon's end office for purposes of terminating access, this type of arrangement has been contemplated in the FCC's rules for a long, long time.

Q. PLEASE EXPLAIN THE ANTICOMPETITIVE IMPACT OF MR. MUNSELLS' POSITION.

A. The anticompetitive impact is obvious. Mr. Munsell is declaring that Verizon's control of the terminating tandem switched access market is absolute, and that the market is "off limits" to any competition. Any long distance carrier that wants to get traffic to Verizon's end offices without buying a direct connection to that office simply ***must*** use Verizon's tandem for that purpose. No matter that Bright House might offer a tandem switching service that is less expensive, or more technically advanced (such as allowing inbound traffic to be in IP format) than Verizon's offering. According to Mr. Munsell, those long distance carriers are just stuck.

As noted above, the FCC established procedures nearly 20 years ago to facilitate competition between CAPs and ILECs for the provision of access, including tandem switched transport on both originating and terminating traffic. Furthermore, the entire point of the 1996 Act is to open up local exchange

markets to competition and, as noted above, local exchange service – what local exchange carriers provider – consists of ***either*** "telephone exchange service" (local service) ***or*** "exchange access" service.

Q. IS IT "TECHNICALLY FEASIBLE" FOR VERIZON AND BRIGHT HOUSE TO INTERCONNECT THEIR NETWORKS TO EXCHANGE TERMINATING SWITCHED ACCESS TRAFFIC BOUND FOR VERIZON'S END OFFICE SWITCHES?

A. Yes. Bright House is capable of receiving traffic from third party long distance carriers bound for a Verizon end office and properly switching that traffic onto a trunk that connects directly to the desired Verizon end office. As I understand it, there is no reason that this traffic could not be sent on the very same trunks that carry any other traffic – including local and intraLATA toll traffic – from Bright House to Verizon today. In such an arrangement, Bright House would be responsible for generating the data needed both for Bright House to bill the long distance carrier for the tandem switching it provides, and for Verizon to bill the long distance carrier for the end office switching that Verizon would provide.[33]

Finally in this regard, because we are talking about the "transmission and routing" of "exchange access" service – that is, because we are talking about

[33] This is the converse of the situation that exists when a long distance carrier today sends traffic to Bright House via Verizon's tandem. For such traffic, Verizon records the required billing information at its tandem and sends that information to Bright House. Were Bright House to provide tandem switching for traffic bound for a Verizon end office, Bright House would undertake that same recording and data-sharing function. The fact that this is a responsibility of the tandem provider in a meet point billing arrangement is noted in the MECOD/MECAB documents noted above.

interconnection arrangements that fall squarely within the ambit of Section 251(c)(2) – Bright House is entitled to interconnect with Verizon to exchange this traffic "at any technically feasible point." There is simply no basis for Verizon's claim that it cannot handle this kind of interconnection or that it should not be required to do so.

Q. PLEASE SUMMARIZE YOUR DISCUSSION OF THIS POINT.

A. Mr. Munsell is completely wrong in his bald assertion that there is any technical impediment to Bright House providing ***terminating*** tandem switching services to third party long distance carriers. Either he is misinformed about the relevant technical arrangements or he is trying to obscure, behind inaccurate technical claims, Verizon's desire to maintain a monopoly grip on the terminating tandem switching and transport market in the Tampa LATA. Either way, the Commission should totally reject Mr. Munsell's assertions and direct the parties to include Bright House's meet point billing language in their final ICA.[34]

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #36(A)?

A. Mr. Munsell discusses Issue #36(a) on pages 25-28 of his direct testimony. Although this issue falls under the general heading of the "meet point billing" Issue – that is, Issue #36 – in fact it largely relates to a different question, which is

[34] It is possible that Mr. Munsell based his testimony on an earlier, superseded version of Bright House's proposals. I am attaching, as Exhibit TJG-7, a copy of Bright House's most recent proposal regarding meet point billing (which would replace Verizon's proposed Section 10 of the Interconnection Attachment).

how to handle so-called "transit" traffic where some third party LEC or other carrier chooses to use Bright House's network to reach Verizon.

Obviously, on some level, that situation literally applies to meet point billing, in that in a meet point billing situation a third-party IXC would deliver traffic to Bright House for further delivery to Verizon. But the industry and FCC rules and guidelines are absolutely clear that in the meet point billing situation, the two LECs providing access service do not bill each other at all; instead, they each bill the IXC for the portion of the access services that they provide. I do not understand Mr. Munsell or any other witness to be taking issue with that rule as it applies to terminating access services.

Given this, I will defer further discussion of Mr. Munsell's testimony on this point to the discussion of Issue #38 and Issue #39, relating to transit traffic.

Q. WHAT IS THE STATUS OF THE DISPUTE REGARDING ISSUE #36(B)?

A. Mr. Munsell discusses Issue #36(b) on pages 29-31 of his testimony. At this point it is fair to say that this dispute is based on a misunderstanding. Specifically, Bright House understands and agrees that ***if*** it establishes a port on Verizon's tandem switch as the interconnection point for the exchange of meet point billing traffic where Verizon provides the tandem function, ***then*** it is Bright House's financial responsibility to establish facilities and trunks from Bright House's network to that tandem switch port. I think it is also undisputed that ***if*** Bright House chooses to obtain those connections from Verizon, it has to pay Verizon

for them – and then, in turn, it gets to bill the IXCs who send traffic to Bright House using those facilities.[35]

Q. DO YOU HAVE ANY ADDITIONAL COMMENTS ON MR. MUNSELL'S DISCUSSION AT PAGES 29-31 OF HIS DIRECT TESTIMONY ON THIS POINT?

A. Yes, I have a few observations. First, as discussed above, Bright House is not trying to avoid paying for facilities it obtains from Verizon to reach an agreed interconnection point, which Mr. Munsell assumes to be a port on Verizon's tandem switch.[36] Mr. Munsell states that "I don't know why Bright House would expect Verizon to provide these facilities for free," and, indeed, Bright House does not expect that. The question is not whether Bright House is entitled to facilities for free – it isn't. The question is ***where*** Verizon's responsibility ends and Bright House's begins, so that each of them can properly bill the IXC for the facilities that fall under each one's respective responsibility. As discussed above, Bright House is entitled (under Section 251(c)(2)) to designate its collocations at Verizon's end offices as the points at which the interconnection for the exchange of this access traffic occurs. In that event, as discussed above, Bright House would not pay Verizon for the links between Verizon's tandem and the collocations. That would not be because Verizon would be "provid[ing] these

[35] Obviously the parties disagree, as discussed above, about whether those facilities are to be priced out of Verizon's special access tariff or whether, as Bright House has explained above, they should be priced at cost-based TELRIC rates. But there is no dispute that ***if*** the interconnection point is at Verizon's tandem switch port and uses Verizon-supplied facilities to get there, ***then*** Bright House has to pay Verizon ***something*** for those facilities.

[36] *See* Munsell Direct at page 29, lines 9-13, and page 30, line 21 through page 31, line 2.

facilities [to Bright House] for free." It would be because Verizon would no longer be providing the facilities ***to Bright House*** at all. Instead, Verizon would be deemed to be providing the use of those facilities ***to the IXCs,*** and Verizon would be made whole by being permitted, under normal meet point billing rules, to charge the IXCs for the use of them.

Second, I note that from page 29, line 15 through page 30, line 4, Mr. Munsell again focuses on outbound long distance calls that might use the meet point billing arrangement to get to the IXC that will handle the outbound calls. As discussed above, however, the real issue has to do with ***inbound*** long distance calls.

Finally, I note that I generally agree with Mr. Munsell's point, at page 30, lines 8-10, that "the cost of facilities used to carry traffic to and from IXCs is borne indirectly by the IXCs themselves, as the local exchange carriers levy access charges to the IXC." As should now be clear, there is no dispute about that. The only issues are (a) What is the demarcation point between those facilities for which Verizon will bill the IXC, and those for which Bright House will bill the IXC? And (b) Whether TELRIC or tariffed rates apply when Bright House buys facilities from Verizon to interconnect their networks for the "transmission and routing" of this third-party "exchange access" traffic.

Issue 37 (Defining What Calls Are "Local")7

Issue #37: How should the types of traffic (e.g. local, ISP, access) that are exchanged be defined and what rates should apply?

Q. WHAT IS THE CURRENT STATUS OF THE DISPUTE UNDERLYING ISSUE #37?

A. As I understand it, there is really only one disagreement. Verizon's witness Mr. Munsell at pages 31-37 of his direct testimony, however, identified three areas of disagreement.[37]

Q. PLEASE EXPLAIN.

A. Mr. Munsell's first noted area of disagreement is, as he puts it, "what should define the local calling area for purposes of intercarrier compensation." This is, indeed, a real disagreement that I discussed in detail in my direct testimony, and also discuss below.

Second, Mr. Munsell states that the parties disagree as to "which party bears financial responsibility for which facilities used in connection with local call termination." He also discusses this at pages 34-36 of his testimony. As I understand the state of discussion between the parties, however, there is no longer any disagreement about this. Specifically, my understanding is that Verizon agrees that once Bright House has handed local traffic off to Verizon for termination, Verizon will get paid the agreed rate of $0.0007 per minute of use for the entire "transport" and "termination" function. That is, Verizon is ***not*** claiming – as Bright House understands it and has informed me – that it should get to charge any "trunking" fees to carry the traffic from the point of interconnection to the end office. Again, that is covered by the $0.0007/minute rate. That said, the

[37] *See* Munsell Direct at page 31, lines 13-20

parties ***did*** have a disagreement about whether Bright House should be required to pay Verizon's non-recurring charges to set up a new trunk for the exchange of traffic, but Bright House has chosen to withdraw its argument that even those non-recurring fees should be deemed covered by the $0.0007/minute rate. Because Verizon agrees that the $0.0007 per minute rate covers the ***use of*** its facilities and trunks on its side of the interconnection point, and because Bright House agrees that it will pay non-recurring charges for establishing new trunks, this dispute has been resolved.

Third, Mr. Munsell states that the parties disagree about "how the use of local interconnection facilities should be treated when they are used to carry interexchange traffic." Later, at page 37 of his direct testimony (lines 3-8) he states that "the standard practice is to determine the pro-rata part of [a] facility that is used for the carriage of access traffic, and then to re-rate the facility accordingly. If ten percent of the facility is used to carry access traffic, for example, ten percent of it would become chargeable at the access rate." While I understand why Mr. Munsell might think Bright House is disputing this "standard practice" based on Bright House's original filing, in fact since the time of that filing the parties have agreed that the "standard practice" will indeed apply as between them.

As a result, the only significant dispute between the parties under Issue #37 (aside from some semantic/wording matters that the parties should be able to work out, discussed in my direct testimony), is the question of what traffic ***is*** to be treated as

access traffic for purposes of their intercarrier compensation arrangements. I now turn to a discussion of that issue.

Q. PLEASE SUMMARIZE BRIGHT HOUSE'S POSITION WITH RESPECT TO TREATING TRAFFIC EXCHANGED BETWEEN THE PARTIES AS SUBJECT TO ACCESS VERSUS RECIPROCAL COMPENSATION.

A. I discuss this in detail in my direct testimony. Very briefly, Bright House's proposal is consistent with the Commission's conclusion when it looked at this issue a few years ago. As noted in my direct testimony, the Commission earlier concluded that the competitively neutral, fair solution is that, when an ILEC and a CLEC are interconnected and competing head-to-head for the same customers, the application of reciprocal compensation, as opposed to access charges, should depend on the local calling areas established by the ***originating*** carrier. That is, if one of the carriers offers its customers a large local calling area, then when its customer make calls within that area, the carrier should not be penalized by having to pay its competitive rival a "penalty" in the form of high access charges. On the other hand, if one of the carriers would treat a call between the same two points as a toll call, it is perfectly reasonable to allow the terminating carrier to charge terminating access rates when that call is terminated. In that case the originating carrier views the call as a toll call, effectively acts as a long distance carrier, and collects a toll that makes it economically reasonable to require it to pay access. This proposal facilitates and encourages head-to-head competition between ILECs and CLECs.

Q. WHAT DO YOU UNDERSTAND TO BE VERIZON'S OBJECTION TO THIS STRAIGHTFORWARD AND PRO-COMPETITIVE PROPOSAL?

A. Verizon explains its position on this issue at pages 32-34 of Mr. Munsell's testimony. Basically he says that (a) the Commission should determine the status of calls as toll or local for purposes of intercarrier compensation based entirely on a fixed set of local calling zones, and (b) those calling zones should be the ones established by the ILEC. Bright House's proposal, according to Mr. Munsell, is "unworkable" because carriers might offer a variety of local calling plans, and "millions of minutes" would have to be rated differently.[38]

Q. ARE MR. MUNSELL'S OBJECTIONS VALID?

A. No. At the outset, I would note that under the regime in place under the parties' current ICA – which Mr. Munsell thinks should continue – Bright House ends up paying Verizon in the range of $70,000 ***per month*** in access charges in connection with calls that are, purely and simply, local calls to Bright House's end users. So it is highly convenient for Verizon to declare that it is "unworkable" to establish a billing regime that would have the effect of depriving Verizon of that unjustified, multi-million-dollar windfall. That said, there is nothing remotely "unworkable" about Bright House's proposal.

Q. PLEASE EXPLAIN HOW INTERCARRIER BILLING WORKS.

[38] *See* Munsell Direct at page 33, line 3 through page 34, line 4.

A. Basically there are two ways to handle it. One is to individually rate each call that comes in as either an access call or a reciprocal compensation call. The other is to do traffic studies from time to time to identify a factor that identifies what portion of total incoming minutes are access and what portion are reciprocal compensation. Either one can work in this situation.

Q. HOW WOULD BILLING ON A CALL-BY-CALL BASIS WORK UNDER BRIGHT HOUSE'S PROPOSAL?

A. Each carrier records key information about incoming calls, including the originating number (including both the "directory" number and, if the number has been ported, the actual internal network number the originating carrier has assigned to the end user, called the "local routing number," or LRN), the terminating number (again, including both the "directory" number and the LRN), and the number of minutes the call lasts. A carrier's billing computers (or those of its billing vendor) decide whether a call is subject to access or reciprocal compensation by comparing the originating "exchange" (identified by the first six digits of a ten digit number) and the terminating "exchange." So all that Verizon would have to do to implement Bright House's proposal would be to update its billing tables to reflect that calls from any Bright House exchange to any Verizon exchange in the Tampa LATA are to be rated as local.[39] Mr. Munsell makes this sound difficult, but in fact it is a straightforward process of updating a computer database from time to time. There is nothing "unworkable" about it.

[39] If and to the extent that other carriers, in the future, were to adopt the ICA containing this arrangement, Verizon would simply update its billing tables to reflect those other carriers' calling arrangements as well.

Q. HOW WOULD BILLING WORK ON A "FACTOR" BASIS UNDER BRIGHT HOUSE'S PROPOSAL?

A. If updating its billing tables really was too hard for Verizon to manage, it does not have to undertake that effort. In that event, the parties would simply take a detailed sample of the traffic they send each other for some representative period (say, a full week of traffic) and subject that traffic to a special study (outside the normal monthly billing process) to determine, based on each carrier's originating local calling areas, what portion of the traffic is "local" and what portion is "toll." Then, for the next six months (or other reasonable period), the parties would simply count the total number of minutes they send each other, and apply the relevant factor to those minutes. Again, in Bright House's case this would be extremely easy, because 100% of Bright House's end users get local calling to the entire Tampa LATA. As a result, Verizon would have no trouble at all billing traffic from Bright House properly. But Bright House, under this option, would base its charges to Verizon on the results of periodic "off-line" detailed reviews of the traffic Verizon sends to Bright House.[40]

In this regard, I note that the use of factors based on "off-line" studies to determine how to rate traffic between carriers is a very old, established, and well-understood practice in the industry. It dates, at least, back to the original access tariffs established by the FCC in 1984, and is contained (although I have not literally counted them) in hundreds of interconnection agreements around the

[40] Again, if other carriers were later to adopt the ICA containing this arrangement, off-line studies with respect to traffic between Verizon and those other carriers could easily be undertaken and used for billing.

country under the 1996 Act. Using billing factors is straightforward, standard industry practice. There is nothing even very hard – much less "unworkable" about it.

Q. WHAT ABOUT MR. MUNSELL'S CONCERN THAT DIFFERENT CARRIERS HAVE DIFFERENT LOCAL CALLING PLANS, SO THAT CALLS THAT ARE SUPPOSEDLY "LOCAL" TO SOME CUSTOMERS ARE "TOLL" TO OTHERS?

A. First, I would note that in Bright House's case that proposal is entirely theoretical, in that all of Bright House's end users get local calling to the entire Tampa LATA (and, actually, beyond). But I recognize that Verizon itself has a number of so-called local calling plans, and that other carriers may as well.

That said, this issue, as well, is not complicated. I noted in my direct testimony that the Act defines "toll" calls as those for which there is a charge over and above the basic local exchange service charge. This presents a simple and straightforward rule for dealing with carriers who have multiple "local" calling plans. Specifically, the carrier's "local" calling area for purposes of intercarrier compensation would be the smallest calling zone available to a customer in a given exchange. If the carrier allows customers to avoid per-minute toll charges by paying an extra flat rate to treat certain calls as "local," that extra payment would be treated, for purposes of intercarrier compensation, as a "toll" charge warranting the imposition of access charges.

This rule would allow the carrier receiving traffic to either update its billing computers to appropriately assess access charges on a call-by-call basis, or to conduct an "off-line" study to develop a factor to apply to all incoming minutes.

Note, however, that this problem simply does not exist with respect to ***Verizon's*** billings to ***Bright House***, because Bright House end users have single calling plan that includes local calling to the entire LATA, including all of Verizon's customers. And, it again bears emphasis that it is extremely convenient for Verizon to find these straightforward solutions to be obscure and complicated, for the simple reason that, if Verizon acknowledges how straightforward this process actually is, it will lose millions of dollars in unwarranted and inappropriate access charge payments it is now receiving from Bright House.

For these reasons, the Commission should reject Mr. Munsell's objections to Bright House's fair and simple proposal for determining when access charges, as opposed to reciprocal compensation, applies between the parties, and adopt Bright House's proposal. Given Verizon's objections, the Commission should specifically rule that (a) the parties will use either call-by-call billing, or a billing factor based on a periodic study, at each party's discretion, and that (b) in the case of a carrier with multiple "local" calling plans, the treatment of calls from that carrier as "toll" or "local" will be based on the carrier's smallest local calling areas, as described above.

Issue 7 (Can Verizon Unilaterally Cease Performance?)

Issue #7: Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Q. PLEASE DESCRIBE THE CURRENT STATUS OF THE DISPUTE UNDERLYING ISSUE #7.

A. As I described in my direct testimony, Verizon has proposed contract language that appears to give it a "get out of jail free" card with respect to a broad array of the obligations it purports to accept under the new ICA, and that is almost certain to lead to numerous acrimonious disputes. Specifically, Verizon wants the contract to include language (General Terms and Conditions, Section 50) that says that – notwithstanding Verizon's agreement to numerous terms and conditions in the contract that have not been arbitrated by the Commission – Verizon isn't really "bound" by those terms and conditions if Verizon, in its sole discretion, later concludes that it was not compelled to agree to them by applicable law. This takes the whole idea of a binding, negotiated agreement and turns it on its head. In practical terms, it makes it impossible for Bright House to actually plan its business, or have any assurance that Verizon's contractual commitments are worth the paper they are printed on.

Q. WHAT DO VERIZON'S WITNESSES SAY ABOUT ISSUE #7?

A. Mr. Munsell addresses Issue #7 at pages 7-9 of his testimony. His discussion makes very little sense to me. His first contention is that under applicable law, ***factual circumstances*** can change in such a way that a Verizon obligation that exists today to provide some service will disappear. His only example, however, is totally irrelevant to Bright House -- he cites the FCC's rule that when market

conditions change in certain ways, Verizon can withdraw the offering of certain UNEs from the affected markets. Bright House does not dispute that aspect of applicable law, but as far as I am aware, and as far as Bright House is aware, the example Verizon gives is the only one of its kind. If Verizon wants to include language in the UNE attachment that clarifies that it can stop offering specific UNEs on 30 days' notice if that is appropriate under the FCC's rulings regarding "impairment," Bright House would have no objection. But it makes no sense to take that specific and unusual legal situation regarding certain UNEs, turn it into a general principle applicable to everything in the ICA, and place it in the General Terms and Conditions Section.

Second, Mr. Munsell wants Verizon to have the right to unilaterally stop paying compensation to Bright House if applicable law changes so that certain compensation is no longer required. At a high level this is completely inappropriate: if applicable law changes in a way that materially affects Verizon's (or Bright House's) payment obligations, then the parties will invoke the "change in law" provisions of the contract and negotiate an appropriate change.

Q. WHAT IS VERIZON REALLY WORRIED ABOUT IN CONNECTION WITH THE "STOP PAYMENT" ASPECT OF ISSUE #7?

A. Starting about a dozen years ago, there was a lot of controversy in the industry over whether calls from end users of an ILEC, to dial-up ISPs served by a CLEC, were subject to intercarrier compensation of any sort. This was back in the hey-day of dial-up access to the Internet, so the volume of such calls was huge.

CLECs demanded payment, and frequently received it, while ILECs fought in a variety of forums to get their payment obligations lowered or eliminated. My understanding is that in some cases, Verizon had difficulty getting CLECs to agree to accept reduced per-minute payments for ISP-bound calls even after the FCC established those reduced payments in an order in April 2001.[41] I strongly suspect that Verizon's assertion of a general right to automatically stop paying if the law changes reflects its problems following that 2001 FCC Order.

Q. AS FAR AS YOU ARE AWARE, IS THERE ANY OTHER "COMPENSATION OBLIGATION" WITH A SIMILAR HISTORY IN THE INDUSTRY?

A. No.

Q. DOES THE CONTROVERSY ABOUT PAYING FOR CALLS TO DIAL-UP ISPS HAVE ANYTHING TO DO WITH BRIGHT HOUSE AND ITS ICA WITH VERIZON?

A. No. Bright House has informed me that it does not have any dial-up ISPs as customers and its cable affiliate does not provide VoIP services to any dial-up ISPs. This is simply not an issue between Bright House and Verizon.

Given that, Bright House would be willing to include language in the Interconnection Attachment that states that if the FCC were to issue a ruling that

[41] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) ("*ISP Remand Order*").

no compensation is required for ISP-bound calls, Verizon could immediately stop paying Bright House compensation for such calls. As noted, as far as Bright House is aware, there is no such traffic being exchanged between Verizon and Bright House today.[42] But this is not a general problem, and Verizon's concern about it does not establish a general principle that it should be able to stop paying Bright House in response to a change in law, without invoking the normal change-in-law negotiation process.

Q. WHAT SHOULD THE COMMISSION DO IN REGARD TO ISSUE #7?

A. As noted above, Bright House would not object to moving the "stop providing services" language, properly clarified, to the UNE attachment, and would not object to moving the "stop paying for ISP-bound calls" language, properly clarified, to the Interconnection Attachment. Neither of these provisions – when limited to the specific context giving rise to Verizon's concern – is of any concern to Bright House. But it is completely inappropriate to include these provisions as generally applicable terms in the "General Terms and Conditions" of the ICA, and the Commission should reject Verizon's proposal to include this language there.

Q. DOES THIS CONCLUDE YOUR DISCUSSION OF THE "TIER 1" ISSUES YOU IDENTIFIED EARLIER IN YOUR TESTIMONY?

A. Yes, it does.

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[42] I would note, for the record, that the chance of the FCC issuing such an order is negligible. The FCC's most recent ruling on this topic, from November 2008, confirms that calls to ISPs are subject to reciprocal compensation under Section 251(b)(5) of the Act, and reaffirms the FCC's special $0.0007 rate applicable to such traffic (if it applies to all traffic the parties exchange).

C. "Tier 2" Open Issues.

Q. WHAT ARE THE REMAINING, "TIER 2" ISSUES?

A. As noted above, there are about a dozen "Tier 2" issues. These are:

- Issue #1 (role of tariffs in the ICA) and Issue #2 (definitive prices);
- Issue #3 (treatment of traffic not specifically identified in the ICA);
- Issue #4(a) (treatment of the terms "customer" and "end user");
- Issue #13 (time limits on back-billing, and raising billing disputes);
- Issue #16 (terms regarding assurance of payment);
- Issue #20 (parties' obligations to reconcile their network architectures);
- Issue #22 (terms regarding use of Verizon's OSS);
- Issue #28 (types of traffic that may be sent via a fiber meet arrangement);
- Issue #29 (establishing separate trunk groups for different traffic types);
- Issues #38 and #39 (relating to transit traffic, which also includes a discussion of Issue #36(a));
- Issue #44 (unlocking 911 records);
- Issue #45 (inclusion of collocation terms in the ICA); and
- Issue #49 (resale of special access circuits sold at retail).

I discuss each of these issues below. I would emphasize that, while these issues are not as critical to the parties' interconnection relationship as the "Tier 1" issues discussed earlier, it is still important for the Commission to reach the correct conclusion with respect to them. For the reasons discussed in my direct testimony, and below, in each case the Commission should adopt Bright House's proposed resolution of these issues.

Issue 1 and Issue 2 (Role of Tariffs/Definitive Rates)

Issue #1: Should tariffed rates and associated terms apply to services ordered under or provided in accordance with the ICA?

Issue #2: Should all charges under the ICA be expressly stated? If not, what payment obligations arise when a party renders a service to the other party for which the ICA does not specify a particular rate?

Q. WHAT IS THE STATUS OF ISSUE #1 AND ISSUE #2?

A. As I noted in my direct testimony, Bright House and Verizon have a philosophical disagreement about the role of tariffs in interconnection agreements.[43] In addition, Bright House and Verizon probably disagree, in the abstract, about how important it is, or is not, for all rates under the ICA to be expressly stated in the ICA. However, as a result of the parties undertaking a detailed review of the actual charges between Bright House and Verizon, it appears that the parties are in a position such that essentially all of the significant rates they charge each other are either (a) clear as between the parties or (b) clearly in dispute under some specific issue, with the parties asking this Commission to determine what rate applies. As a result, the practical impact of the parties' abstract/philosophical disputes is likely to be minimal.

Q. PLEASE DESCRIBE THE STATUS OF THE PARTIES' AGREEMENTS AND DISAGREEMENTS WITH RESPECT TO PRICING ISSUES.

A. I summarize the status of those agreements and disagreements below:

[43] *See e.g.*, Gates Direct at 21-22.

- ***Directory Listing Fees***. The parties have agreed on non-recurring charges for setting up directory listings; they have agreed that certain directory listing situations will have no charge to Bright House; and they have agreed that Verizon's tariffed rates for special or extra directory listing services will apply in other cases. These rates are no longer in dispute.

- ***Per minute call termination fees***. The parties agree that the minutes they send each other will either be rated at $0.0007 per minute (for "local" or "reciprocal compensation" traffic) or at the terminating party's per-minute tariffed access rates. They disagree about which minutes fall into which category, but are asking the Commission to resolve that dispute in Issue #37, discussed above.

- ***Collocation Fees***. Bright House understands that the collocation rates that Verizon has included in its Florida collocation tariff were established by this Commission in a proceeding specifically designed to set collocation rates, terms and conditions. While the parties still have to sort out the question of whether collocation terms and conditions should be included in the body of the agreement, Bright House accepts Verizon's Commission-established collocation prices, and will address any Verizon attempt to modify those rates in an appropriate proceeding before the Commission.

- ***Facilities charges***. As described above, Verizon wants to impose its tariffed special access rates for interconnection-related facilities obtained

by Bright House, and Bright House maintains that those facilities must be provided at much lower cost-based TELRIC rates. They are asking the Commission to resolve that question in connection with Issue #36 and Issue #24, above.[44]

In light of this improved clarity with respect to the prices that Bright House will actually be charged, the dispute about the role of tariffs is less critical than before, in practical terms.[45]

That said, for the reasons described in my direct testimony, Bright House continues to believe that it is confusing and impractical to treat Verizon's tariffs as being "incorporated by reference" into an ICA. In those cases where the parties have agreed to apply a tariffed rate (such as for "extra" directory listing services, as noted above), it is a simple enough matter to state, for those functions, that specific tariffed rates apply.

Q. WHAT DOES VERIZON SAY ABOUT ISSUE #1?

A. Based on the parties' extensive efforts to narrow this issue prior to the filing of direct testimony, Verizon chose not to address the issue in direct testimony.[46] While (as indicated by the discussion above) the practical impact of this issue is

[44] Bright House and Verizon have not reached any agreement as to the ***specific rate levels*** that would apply to these facilities once it is established that TELRIC, rather than tariffed, rates apply. I am informed that the parties have agreed that if the Commission so rules, they will first attempt to negotiate appropriate TELRIC rates, and bring the matter to the Commission only if they are unable to do so.

[45] I should note that I would not necessarily agree with the settlement terms and conditions that the parties have agreed to. Nevertheless, the settlement is a reasonable way to proceed and to get this litigation behind us so the parties can focus on serving customers.

[46] *See* Vasington Direct at page 2, line 9.

less than it might first have appeared, and while the parties may indeed be able to settle it entirely, at the moment there is no agreement about what the contract should actually say in connection with tariffs. We will review Verizon's rebuttal testimony on this point with interest.

Q. WHAT IS THE STATUS OF THE PARTIES' DISPUTE REGARDING ISSUE #2?

A. It is essentially the same as regards Issue #1. Bright House proposed language to require every rate that would be charged under the contract to be clearly stated in the contract. That is necessary for the reasons stated in my direct testimony. But because the parties either have, or following rulings by the Commission will have, clarity with respect to the rates that govern the overwhelming majority of their payments to each other, the practical significance of Issue #2 is also diminished.

Issue 3 (Billing Of Traffic Not Addressed In ICA)

Issue #3: Should traffic not specifically addressed in the ICA be treated as required under the Parties' respective tariffs or on a bill-and-keep basis?

Q. WHAT IS THE CURRENT STATUS OF THE DISPUTE UNDERLYING ISSUE #3?

A. As I explained in my direct testimony, it is possible that some "type" of traffic might arise or evolve during the term of the agreement that does not fit within any of the various categories of traffic the parties have defined.[47] To avoid disputes,

[47] *See,* Gates Direct at 114-117.

Bright House proposed to exchange such traffic on a "bill and keep" basis until it becomes significant, and then, at either party's option, to negotiate an appropriate rate. Verizon simply wants the parties' tariffed rates to apply to any such traffic.

Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?

A. Mr. Vasington addresses this issue on pages 2-3 of his testimony. He claims that Bright House is trying to "avoid tariffed intercarrier compensation rates that other carriers are required to pay." He also claims that Bright House wants the traffic to be exchanged for free "unless Verizon can unerringly divine (and provide a rate for) every conceivable type of traffic the parties might exchange in the future."

Q. ARE MR. VASINGTON'S CONCERNS VALID?

A. No. As I noted in my direct testimony, the parties have agreed to include definitions of a wide array of traffic types. It is not at all clear which Verizon tariffs might apply to as-yet unknown traffic. And since we are talking here about hypothetical types of traffic that have not yet appeared, there are no "other carriers" that are "required to pay" for this traffic today.

Q. COULD YOU CLARIFY WHAT BRIGHT HOUSE IS SEEKING HERE?

A. Yes. In those rare occasions when new types of traffic arise in the industry there tend to be disputes about the intercarrier compensation applicable to them. The industry has struggled for more than a decade about how to handle ISP-bound calls, and even the FCC's most recent ruling on that topic leaves some matters unresolved, at least in the mind of some carriers. The industry has also struggled

more recently with how to handle VoIP traffic. Bright House and Verizon were able to reach agreement on both those types of traffic.

If and when some new type of traffic arises, Bright House's proposal would create a smooth and straightforward way to work out how to handle it. Assuming the amount of the traffic remains low enough, the parties would effectively ignore it. But once it reached a relatively low threshold of volume (a DS1's worth of traffic for three months), the parties would sit down and negotiate how to handle it – just as they have done in this ICA with ISP-bound traffic, VoIP traffic, and other traffic types. If they cannot agree, they would bring the question to the Commission for resolution.

Q. IN YOUR OPINION, IS THIS A REASONABLE WAY TO DEAL WITH THE POTENTIAL FOR "NEW TRAFFIC"?

A. Yes. This is a fair, reasonable, and straightforward way to handle the issue of "new" traffic without unnecessary contention. The Bright House proposal provides correct incentives for both parties to resolve any issues with such traffic.

Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO THIS ISSUE?

A. For the reasons stated here and in my direct testimony, the Commission should adopt Bright House's proposal.

Issue 4 (Definitions of "Customer" And "End User")

Issue #4: (a) How should the ICA define and use the terms "Customer" and "End User"?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE # 4(a)?

A. As explained in my direct testimony, Bright House wants to be sure that when the ICA refers to a party's "customer" or "end user," those terms are properly construed to include consumers who get interconnected VoIP service from Bright House's cable affiliate.[48] For example, references to a "customer" or "end user" being included in an E911 database, or a directory listing, logically refer to the consumer receiving VoIP service, not Bright House's direct wholesale customer.

Bright House's initial proposal to Verizon was to include specific definitions of "customer" and "end user" that would guarantee this result. More recently, Bright House has proposed that language along the following lines be included at an appropriate place in the ICA: "Where this Agreement refers to a Party's 'customer' or 'end user,' such term shall be construed to include an end user subscriber to an interconnected VoIP service that obtains PSTN connectivity through a Party's network where the context reasonably so requires." Verizon continues to reject this suggestion.

Q. WHAT DOES VERIZON SAY ABOUT THIS ISSUE?

A. Mr. Vasington addresses this issue at pages 3-6 of his testimony. He interprets Bright House's proposed definitions as creating a variety of contractual issues involving not only Bright House, but also its cable affiliate and possibly others.

[48] *See*, Gates Direct at 57-59.

While I do not agree that Bright House's proposed language would have those effects, as just discussed Bright House's purpose in raising the issue was much more limited. I will await Verizon's rebuttal testimony to see its reaction to Bright House's latest proposal.

Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE 4(A)?

A. The Commission should adopt Bright House's revised proposal, as described above.

Issue 13 (Time Limits On Back-Billing And Bill Protests)

Issue #13: What time limits should apply to the Parties' right to bill for services and dispute charges for billed services?

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #13?

A. As I explained in my direct testimony, Bright House proposes to impose a reasonable time limitation that would apply to bills rendered under the agreement, and to disputes arising about those bills.[49] Specifically, Bright House has proposed that if a party doesn't render a bill for a service for more than a year after the service was provided, then the party's right to bill for the service is waived. Similarly, if a party has a dispute it wants to raise about a bill that it has received (and already paid), the party must raise the dispute within a year after the bill is received. Verizon continues to object to these proposals.

[49] *See,* Gates Direct at 48-50.

Q. WHAT ARE VERIZON'S OBJECTIONS?

A. This issue is addressed by Mr. Munsell at pages 12-16 of his testimony. He basically claims that billing is complicated and that sometimes mistakes are made. As a result, he argues, it is appropriate for there to be no limit at all on the time during which a party can protest a bill, or back-bill for previously rendered services, other than Florida's general statute of limitation. He also cites to a 2003 decision from this Commission in which the Commission rejected a claim similar to that put forward by Bright House here.[50]

Q. SHOULD THE COMMISSION ADOPT BRIGHT HOUSE'S PROPOSAL NOTWITHSTANDING THE EARLIER ORDER?

A. Yes. I expect Bright House's attorneys to deal with the literal legal significance of the earlier case, which is not, as I understand it, binding on the Commission in subsequent arbitrations such as the one now underway. I would simply note the following points:

- One would expect that Verizon's billing systems and procedures would have improved over the seven years since that case was decided, so that whatever problems Verizon might have had with billing in the past, they should be fixed now.

- The competitive carrier involved in the other case – COVAD – was a "data CLEC" that relied mainly on Verizon's unbundled network elements

[50] *See Petition for Arbitration* of *Open Issues,* Order No. PSC-03-1139-FOF-TP, Docket No. 020960-TP at 14 (Oct. 13,2003) *("Verizon/Covad* Order").

to provide high-speed Internet access services to end users. For a carrier with such a business model, Verizon would likely be sending the carrier large bills every month, whereas the carrier would be providing few if any services to Verizon. As a result, even if the one-year limitation that COVAD had proposed nominally applied to both parties, in fact the real risk in not being able to back-bill fell almost entirely on Verizon. Here, with the parties exchanging hundreds of millions of minutes of traffic each year, the time limitation on back-billing (and bill protests) truly is mutual in a way that probably was not true in the COVAD situation.

- In the COVAD case, the Commission noted that COVAD had apparently failed to provide any legal authority for the Commission to impose a requirement that differed from Florida's normal statute of limitations. Without attempting to get into a legal discussion, I would simply note that Sections 251 and 252 of the Act expressly empower the Commission to impose "just and reasonable" terms and conditions with respect to interconnection agreements. For the reasons described in my direct testimony, it seems clearly "just and reasonable" to impose a one-year limit on back-billing and bill protests.

For all of these reasons, the Commission should set aside Verizon's objections and accept Bright House's proposed limitation on back-billing and bill protests.

Issue 16 (Assurance Of Payment)

Issue #16: Should Bright House be required to provide assurance of payment? If so, under what circumstances, and what remedies are available to Verizon if assurance of payment is not forthcoming?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #16?

A. Verizon has proposed to include language in the agreement, supposedly to protect Verizon in the case of Bright House encountering financial difficulties, in General Terms and Conditions Section 6. The terms, however, are one-sided and potentially oppressive. In light of the actual interconnection relationship between the parties – that is, their actual situation in the marketplace – Bright House has proposed to delete these provisions. As an alternative, Bright House has proposed to make them mutual, that is, have them apply to Verizon as well as Bright House. Verizon has refused.

Q. WHAT IS VERIZON'S POSITION REGARDING ISSUE #16?

A. Mr. Vasington addresses this issue at pages 12-15 of his testimony. He basically argues that Verizon has to deal with a lot of different CLECs who might get into financial difficulties, so Verizon needs to have ***some*** assurance of payment language in the contract. But he makes no effort to justify the specific, and oppressive, terms that Verizon is proposing.

Q. WHAT ARE BRIGHT HOUSE'S SPECIFIC CONCERNS WITH VERIZON'S "ASSURANCE OF PAYMENT" LANGUAGE?

A. As I noted in my direct testimony, Bright House's key concerns are that Verizon might invoke the "assurance of payment" provisions without an appropriate and objective justification, and that it might use the draconian terms of its proposed provision to cut off the provision of service – potentially disrupting the telephone service of hundreds of thousands of Florida consumers – because of a dispute about whether any "assurance of payment" was actually needed. In this regard, it is significant that, even though Verizon pays Bright House very substantial sums under their ICA, Verizon refused to make the assurance of payment provision mutual. That seems to me to be a strong indication that even Verizon recognizes that its proposed language is too oppressive.

Q. ARE THE PARTIES CONTINUING TO DISCUSS THIS ISSUE?

A. I am informed that even though the issue has not yet been resolved, discussions regarding it are ongoing.

Q. IF THE PARTIES ARE UNABLE TO RESOLVE THIS ISSUE, WHAT SHOULD THE COMMISSION DO?

A. As stated in my direct testimony, Bright House's proposal would be to delete this provision entirely. If the Commission is not so inclined, then at a minimum Verizon's language should be modified to require that Verizon may not require any assurance of payment unless reasonable and objective information, such as a failure by Bright House to pay undisputed portions of its bills on time for two or three consecutive months, justifies doing so. In addition, the Commission should strike proposed General Terms and Conditions Section 6.8, which is the provision

that permits Verizon to simply stop providing services if it demands assurances of payment and they are not immediately forthcoming. That provision is an invitation to abuse, and the Commission should not tolerate it.

Issue 20 (Network Reconciliation Costs)

Issue #20: (a) What obligations, if any, does Verizon have to reconcile its network architecture with Bright House's?

(b) What obligations, if any, does Bright House have to reconcile its network architecture with Verizon's?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #20?

A. Verizon proposes in Section 42 of the General Terms and Conditions, that Verizon retains the right to modify and upgrade its network over time. This is a reasonable provision. But Verizon then demands (unreasonably) that no matter what Verizon does to its network, or why, Bright House is completely responsible for absorbing any costs Verizon's actions might impose on Bright House. Bright House recommended that the language either be deleted, or be made mutual.

To be very clear, while Bright House proposed originally in its arbitration petition that the entirety of Section 42 be made mutual, as matters have evolved, Bright House's specific concern is not that Verizon be required, as a general matter, to modify its network to accommodate Bright House. Rather, Bright House's specific concern is that Bright House not be automatically required to absorb any and all costs that might arise as a result of a unilateral Verizon decision to modify its network. In the abstract, sometimes Verizon can reasonably expect Bright House to absorb those costs, and sometimes it cannot. Bright House's current

proposal, therefore, is that the last sentence of Verizon's proposed Section 42 – the sentence that states that Bright House will bear all costs occasioned by any Verizon network changes – be deleted. The point of this proposed change is to simply leave until another day the question of what cost responsibility, if any, arises when Verizon modifies its network. If nothing else, the Commission should adopt this minimal change to avoid potential unfairness to Bright House in the future.

Q. WHAT IS VERIZON'S POSITION WITH REGARD TO ISSUE #20?

A. Mr. Vasington addresses Issue #20 at pages 16-17 of his testimony. Mr. Vasington only addresses Bright House's proposal to make the provisions of Section 42 mutual. I do not believe his objections are well-founded, but as they relate to Issue #20, they have become moot.

Q. DO YOU HAVE ANY COMMENTS ABOUT MR. VASINGTON'S TESTIMONY ON THIS POINT?

A. Yes. On both page 16 (at lines 22-24 and footnote 6) and on page 17 (at lines 9-11), Mr. Vasington asserts that CLECs are not entitled to "superior" interconnection from an ILEC like Verizon, that is, that a CLEC cannot demand interconnection of a higher quality than Verizon provides to itself. In support of that contention he cites an 8th Circuit case indicating that language in Section 251(c) stating that interconnection and access to network elements shall be "at least equal in quality" does not authorize the ***FCC*** to require "superior" interconnection. I would simply note that, for the reasons I have described in my

direct testimony and elsewhere here, Section 251(d)(3), Section 252(e)(3), Section 261(b), and Section 261(c) of the Act all authorize ***this Commission*** to interpret the "just and reasonable" standard in Sections 251(c) to require that the ILEC do more than sit on its hands when a CLEC requests interconnection. In other words, it appears that Mr. Vasington is taking a specific court ruling relating to the scope of the ***rules*** that the ***FCC*** can establish under Sections 251 and 252 of the Act, and broadening it, with no policy (or, as far as I can tell, even legal) justification to the quite different question of what ***contract terms and conditions*** that ***a state regulator, such as this Commission,*** can impose in the course of an arbitration.

I expect that Bright House's lawyers will have more to say about this point in the briefing in this case.

Issue 22(a) (Use Of Operations & Support System)

Issue #22: (a) Under what circumstances, if any, may Bright House use Verizon's Operations Support Systems for purposes other than the provision of telecommunications services to its customers?

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #22(a)?

A. As noted in my direct testimony, the core underlying issue here relates to the fact that Bright House does not serve end user customers directly but, instead, provides wholesale telephone exchange services to its cable affiliate, BHN, which then uses those services to provide an unregulated interconnected VoIP service to

end users. In his direct testimony, however, Mr. Munsell states (at page 17, line 18, through page 18, line 2):

> If Bright House has legitimate concerns about its ability to continue providing service under this language, then Verizon can try to address them. In particular, Verizon has no objection to Bright House continuing to use Verizon's OSS to place orders for voice service for customers of Bright House Cable, just as it always has under the existing ICA. Verizon is not interested in interfering with service to those VoIP customers. If that indeed is Bright House's concern (and it is difficult to tell because Bright House hasn't explained its position), Verizon would be willing to accommodate it by excepting this traffic from any prohibitions under § 8.4.2 of the Additional Services Attachment.

While the parties have not yet finalized language to implement this Verizon position statement, this dispute seems, in practical terms, to be resolved.

Issue 22(b) (Volume Of Orders Using OSS)

Issue #22: (b) What constraints, if any, should the ICA place on Verizon's ability to modify its OSS?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #22(b)?

A. As I noted in my direct testimony, Bright House was concerned with three issues under this heading: potentially requiring Verizon to provide electronic OSS ordering for everything under the ICA; ensuring that Bright House receive commercially reasonable advance notice of changes to Verizon's OSS; and ensuring that Verizon not be able to use purported "volume" limitations on use of its OSS to stifle competition.

At this time, I am advised that Bright House is withdrawing its proposals with regard to the first two issues. After a careful review, it has determined that the

services that it actually uses or is likely to use appear to be available via Verizon's OSS, and has determined that its ability to participate with Verizon as part of its "change management" process should adequately protect its interest in notice of impending changes.

Q. WHAT IS VERIZON'S POSITION ON THE REMAINING ISSUE?

A. Mr. Munsell addresses all of these issues on pages 18-22 of his testimony. As far as I can tell, his only discussion of the problem of unreasonable restrictions on the volume of permissible orders occurs on page 20. There he states:

> Bright House would modify § 8.8.2 to remove any obligation it has to avoid using OSS in such a manner that would exceed the system's capacity or capability - effectively substituting Bright House's judgment of what is "commercially reasonable" for Verizon's judgment of how best to operate its own system in the overall interest of all stakeholders, not just any particular user.

This ignores Bright House's real concern and, indeed, Bright House's proposed language.[51]

Q. WHAT IS BRIGHT HOUSE'S REAL CONCERN HERE?

A. As I explained in my direct, Section 8.8.2 of the Additional Services Attachment could be read to give Verizon an unconstrained right to impose limitations on how many orders Bright House can submit, via the OSS, during any given day, week, etc. In order to eliminate the obvious possibility that language creates for

[51] I note that in his discussion of these issues, Mr. Munsell also tries to promote the idea that Bright House always has to accept Verizon's network, systems, etc., in an "as is" condition. As I have discussed above, for a variety of reasons this is simply not true.

competitive abuse, Bright House suggested that any volume limitations be "commercially reasonable."

Q. DOES THAT LIMITATION GIVE BRIGHT HOUSE THE UNILATERAL RIGHT TO DECIDE WHAT IS AND IS NOT "COMMERCIALLY REASONABLE"?

A. I am not a lawyer, but that is not how I understand Bright House's proposed language. Bright House's language simply imposes a general standard on Verizon's conduct. If Verizon and Bright House disagree about whether Verizon's conduct meets that standard, they will presumably discuss it, and, if they cannot agree, they will bring the matter to the Commission for resolution. Including the "commercially reasonable" language gives the Commission a standard to apply in deciding whether Verizon's conduct was appropriate.

Q. WHAT SHOULD THE COMMISSION DO WITH REGARD TO THIS ISSUE?

A. The Commission should adopt Bright House's proposed modification to Section 8.8.2 of the Additional Services Attachment.

Issue 28 (Types Of Traffic On Fiber Meets)

Issue #28: What types of traffic may be exchanged over a fiber meet, and what terms should govern the exchange of that traffic?

Q. WHAT IS THE STATUS OF THE DISPUTE UNDERLYING ISSUE #28?

A. This issue relates to Verizon's attempt to put restrictions on the "types" of traffic that may be exchanged over a fiber meet arrangement. I discuss fiber meet arrangements in my direct testimony.[52] Also, I note that the parties have agreed in principle how to handle the process for requesting, negotiating, and establishing a fiber meet (Issue #26) and some proposed Verizon restrictions on the possible locations of fiber meets (Issue #27). So Issue #28 is the only open issue regarding fiber meets that is still unresolved.

Q. WHAT IS THE STATUS OF THE PARTIES' DISAGREEMENT REGARDING THE USE OF FIBER MEET POINTS?

A. In section 3.1.3 of the Interconnection Attachment, Verizon proposes a variety of oppressive restrictions on the types of traffic that may be exchanged using a fiber meet point. None of these restrictions should be permitted. Verizon essentially concedes this point in its direct testimony.

Q. WHAT SUPPORT DO YOU HAVE THAT SHOWS THAT VERIZON ESSENTIALLY CONCEDES THIS POINT?

A. The only Verizon witness to address this issue is Mr. D'Amico, who discusses it on pages 5-8 of his testimony. He raises only a single objection to Bright House's proposal – the idea that fiber meet points might be used to exchange "special access" traffic. By this he means, as I understand it, that unswitched, point-to-point data communications (of the type often carried on a "special access" circuit) have technical and billing characteristics that make it impractical to handle on a

[52] *See, e.g.*, Gates Direct at 82-91.

fiber meet arrangement. Whatever the merits of Mr. D'Amico's concerns, the fact is that Bright House is not seeking to use fiber meets for the purpose of provisioning end user point-to-point data circuits. So that should resolve Verizon's objection.

That said, I would emphasize that fiber meet arrangements are entirely appropriate for handling traffic that might be carried on a special access ***facility.*** For example, Bright House is today buying special access ***facilities*** from Verizon's tandem switch to Bright House's collocations at two Verizon end offices. But what is being carried on those ***facilities*** is simple switched exchange access traffic. There is no reason at all that a fiber meet arrangement could not be used for switched access traffic.

To resolve this concern, Bright House would agree that its proposed language should be modified to state that a fiber meet arrangement may be used to carry "any lawful ***switched*** traffic that they may lawfully exchange." I believe that this minor change – which is what Bright House intended all along – will fully address Verizon's only specific concern with Bright House's proposal.

Issue 29 (Separate Trunk Groups)

Issue #29: To what extent, if any, should parties be required to establish separate trunk groups for different types of traffic?

Q. WHAT IS THE CURRENT STATUS OF THE DISPUTE REGARDING ISSUE #29?

A. As I explained in my direct testimony, in the telecommunications industry generally, sometimes carriers find it convenient to isolate traffic that has particular routing or billing characteristics onto separate trunk groups. This traffic will be carried on the same physical facilities as other traffic, but will be electronically separated to make it easier to route it properly, or apply special billing requirements to it. In Issue #29, Bright House is not proposing to impose any particular separate trunking arrangements on itself or Verizon. Instead, it is proposing to require discussions, in good faith, as to whether separate trunking would be appropriate for any particular type of traffic. If those discussions do not result in agreement, then the parties could bring their dispute to the Commission for resolution.

Q. DIDN'T BRIGHT HOUSE ORIGINALLY ASK VERIZON TO PLACE ALL TRANSIT TRAFFIC ON SEPARATE TRUNK GROUPS?

A. Yes. Bright House did originally propose a flat requirement that Verizon establish separate trunking for so-called "transit traffic" inbound from Verizon to Bright House. However, in discussions between the parties, Bright House agreed to withdraw that specific proposal. Its reasoning is that if the general obligation to discuss separate trunking is established, it can decide later whether separate

trunking for inbound transit traffic from Verizon is required and attempt to resolve the matter with Verizon.

Q. WHAT IS VERIZON'S POSITION WITH RESPECT TO ISSUE #29?

A. Verizon addresses this issue though the testimony of Mr. D'Amico at pages 8-12. Mr. D'Amico specifically objects to the proposal (now withdrawn, as just discussed) that Verizon must establish separate trunks for inbound transit traffic. Mr. D'Amico's comments on that issue are moot and I will not discuss them, beyond some observations in a footnote.[53]

However, Mr. D'Amico specifically objects even to Bright House's proposal to require the parties to discuss separate trunking arrangements. He states:[54]

> The agreement should not establish a process that would enable Bright House to bring a dispute to the Commission every time it wants Verizon to create separate trunk groups for another traffic type. The better approach is for any additional, separate trunks groups to be established by mutual agreement, as Verizon has proposed.

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[53] I should note that on page 10, lines 11-15 of his testimony, Mr. D'Amico makes the claim that since Verizon has apparently not made separate trunking arrangements for any other carrier in the past, meeting Bright House's request "would discriminate in favor of Bright House." As I have explained elsewhere in this testimony, all such claims are completely wrong. If it is "just and reasonable" to require Verizon to establish (or, under Bright House's current proposal, to negotiate with respect to establishing) separate trunks, then Verizon may and should be required to do so. Once that obligation is contained in the new Verizon-Bright House ICA to be established in this proceeding, it would be available to any other carrier that wants to "adopt" it, so there would be no discrimination. Mr. D'Amico also claims that Verizon "has no legal obligation" to arrange traffic onto separate trunk groups. D'Amico Direct at page 10, line 12. But the basic point of this proceeding is to establish what constitutes "just and reasonable" interconnection and traffic exchange arrangements between Verizon and Bright House. That is, as I have explained elsewhere, this Commission is fully empowered to direct Verizon to establish separate trunking, etc., under the "just and reasonable" standard. Once the Commission does so, Verizon will indeed face a "legal obligation" to do so.

[54] D'Amico Direct, page 12, lines 1-6.

If find this comment remarkable for the unreasonable and intransigent attitude it displays. First, Bright House has not said that it would bring a dispute to the Commission "every time it wants Verizon to establish a separate trunk group." Bright House is proposing the requirement for both parties to negotiate in good faith regarding either party's suggestion that a separate trunk group might be appropriate. Mr. D'Amico seems to think that it will always be Bright House suggesting separate trunking and that, moreover, Bright House will be oblivious to any legitimate technical or operational concerns that Verizon might raise to any Bright House suggestion.

Q. DO YOU BELIEVE MR. D'AMICO'S CONCERNS ARE REASONABLE?

A. No. If Bright House suggests separate trunking for some class of traffic, but Verizon has valid technical or operational reasons that separate trunking cannot or should not be established, Bright House will have no reason to bring a dispute to the Commission. On the other hand, if there are legitimate technical or other disagreements between the parties about establishing separate trunking, Mr. D'Amico never explains why bringing the matter to the Commission would be inappropriate or burdensome.

Q. ON PAGE 11, LINES 10-19, MR. D'AMICO OBJECTS TO A WORDING CHANGE REGARDING "ACCESS TOLL CONNECTING TRUNKS" THAT BRIGHT HOUSE HAD EARLIER PROPOSED. IS THAT DISCUSSION STILL RELEVANT?

A. No. Bright House had proposed that change (to Section 2.2.1.2 of the Interconnection Attachment) as part of a much-earlier version of its effort to deal with meet point billing traffic (discussed above in connection with Issue #36). As Bright House has continued to modify its proposal to try to deal with Verizon's stated concerns, it has withdrawn the suggested change to that portion of the Interconnection Attachment. Mr. D'Amico's comments on that issue are therefore moot.

Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE #29?

A. The Commission should adopt Bright House's proposal to require the parties to discuss separate trunking arrangements in good faith and to provide that in situations where they cannot agree, they can bring the dispute to the Commission for resolution.

Issues 38 and 39 (Transit Traffic Issues)

Issue #38: Should there be a limit on the amount and type of traffic that Bright House can exchange with third parties when it uses Verizon's network to transit that traffic?

Issue #39: Does Bright House remain financially responsible for traffic that it terminates to third parties when it uses Verizon's network to transit the traffic?

Q. WHAT IS THE CURRENT STATUS OF THE DISPUTE UNDERLYING ISSUE #38 AND ISSUE #39?

A. As I noted in my direct testimony, my understanding is that this dispute has been almost entirely settled in principle, even though the parties have not yet settled on final language. As I explained, Verizon and Bright House appear to agree that Bright House may use Verizon's network (essentially, its tandem switch) to send "transit" traffic to third parties connected to Verizon's tandem. They agree that as between Verizon and Bright House, Verizon should not be liable to the third party for termination charges associated with the Bright-House originated traffic. They agree that if Verizon is billed for such charges, there should be a form of "indemnification" procedure where Verizon would forward the bills to Bright House for Bright House to deal with – that is, to pay them if appropriate, dispute them where need be, etc. And the parties agree that when the traffic between Bright House and some particular third party reaches some appropriate level, Bright House should be required to make commercially reasonable efforts to either directly connect with the third party or, at least, find some way other than via Verizon's tandem to get the traffic there.

Q. AS YOU UNDERSTAND IT, WHERE DO THE PARTIES STILL DISAGREE REGARDING TRANSIT TRAFFIC?

A. First, the parties do not yet agree about how to handle so-called "phantom" traffic that Verizon might send to Bright House in transit from a third party carrier. This is traffic that Verizon sends to Bright House but that for some reason lacks the information needed to allow Bright House to identify and bill the third party carrier that sent it. Verizon asserts the right to send Bright House such traffic for free. Bright House asserts that if Verizon sends traffic to Bright House, and Bright House cannot establish that a third party should be billed for it, then Verizon should pay for the services that Bright House provided. Indeed, Bright House's view would appear to be consistent with (for example) Verizon's position under Issue #3 that unidentified or unclassified traffic be rated under the terminating party's tariff. Interestingly, Verizon also proposes that if Bright House itself provides transiting service to third party carriers, that Bright House be responsible for paying Verizon for the traffic it transits.[55] Bright House disagrees; but it is hard to see why it is fair or reasonable for Verizon to expect ***Bright House*** to be "on the hook" for any transit traffic Bright House might send to Verizon, and for Verizon to deny any liability to third parties to which it might send ***Bright House's*** transited traffic, but for Verizon to be entirely "off the hook' for any transit traffic that it might send to Bright House. To the contrary, consistency would suggest that Verizon would be willing to step up to take

[55] *See* Mr. Munsell's testimony at pages 25-28.

responsibility for any traffic it sends to Bright House that cannot be reliably billed to someone else.

Q. WHAT DOES VERIZON SAY ABOUT ISSUE #38 AND ISSUE #39?

A. Mr. Munsell addresses Issue #39, at pages 37-41 of his testimony. Mr. D'Amico addresses Issue #38, at pages 15-16 of his testimony. Mr. D'Amico's testimony appears to predate the parties' agreement in principle to use the indemnification procedure for transit disputes described above. Under that procedure, Verizon would not actually pay any third-party bills it receives for transit traffic originating with Bright House. Instead, it would forward such bills to Bright House, which would then decide whether to pay or challenge them. Mr. D'Amico's testimony on this point, therefore, should be disregarded.

Similarly, Mr. Munsell's discussion at pages 38-39 of his testimony seems to contemplate an arrangement under which Verizon would be free to pay third party bills for which Bright House is responsible, and then expect Bright House to simply reimburse Verizon. The problem with that arrangement (which, as I understand it, the parties have agreed not to use) is that it deprives Bright House of the ability to dispute or even audit, rather than pay, an erroneous or unjustified third party bill.

Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE #38 AND ISSUE #39?

A. I strongly expect that this issue will be settled by the time the parties file their "position statements" in early May. If the matter remains open for Commission resolution, however, the Commission should direct the parties to establish an indemnification arrangement for handling third parties who bill Verizon for Bright House-originated traffic. The Commission should also require Verizon to pay Bright House for any "phantom" traffic Verizon sends to Bright House, since otherwise Bright House will not get paid for it. Finally, the Commission should direct the parties to include in their ICA precisely parallel provisions that would apply when a third party carrier uses Bright House to transit its traffic to Verizon. That is, Verizon should be called upon to bill the third party originating the traffic, not Bright House, for transit traffic Bright House delivers, ***unless*** Bright House delivers unidentifiable traffic, in which case Bright House should have to pay.

Issue 44 (Unlocking 911 Records)

Issue #44: What terms should apply to locking and unlocking E911 records?

Q. WHAT IS THE CURRENT STATE OF THE DISPUTE UNDERLYING ISSUE #44?

A. The parties have been unable to agree on the precise language to describe their obligations to each other in connection with "unlocking" the 911 records associated with a customer who changes from one party to another. I am informed that Bright House has made a number of proposals to Verizon, but that Verizon has failed to accept them.

Q. WHAT IS BRIGHT HOUSE'S CURRENT PROPOSAL?

A. There is a group focused on dealing with issues surrounding emergency numbers and calls to emergency authorities, called NENA. Bright House has proposed that the parties agree in their ICA to follow the procedures and time frames that NENA has established regarding the transfer of customers between two carriers. This would be superior to Verizon's original language, in that it would oblige both parties to follow the objectively established requirements of the expert industry group that is concerned with these issues.

Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?

A. In his testimony (at pages 54-56), Mr. Munsell correctly points out that Bright House had erroneously suggested that a different industry group, NANC, had promulgated standards for handling this issue. Bright House agrees with Mr. Munsell that the relevant industry group is NENA, not NANC. However, contrary to the suggestion in Mr. Munsell's testimony, Verizon's proposed language (at least as I read it) does not actually require Verizon to follow the NENA guidelines. Bright House has proposed that the language be amended to make clear that both parties will do so.

Q. WHAT IS VERIZON'S RESPONSE TO THIS BRIGHT HOUSE PROPOSAL?

A. As of the time this rebuttal testimony is being finalized, my understanding is that Verizon has Bright House's latest proposal under consideration. It would not

surprise me at all if this issue were to be resolved between the parties in the near future.

Issue 45 (Including Collocation Terms In The ICA)

Issue #45: Should Verizon's collocation terms be included in the ICA or should the ICA refer to Verizon's collocation tariffs?

Q. PLEASE DESCRIBE THE CURRENT STATE OF THE DISPUTE UNDERLYING ISSUE #45.

A. This issue has not yet settled, but my understanding is that it is on the verge of doing so. Bright House understands that Verizon's Florida collocation tariff contains rates and terms that were considered and approved by the Commission in an earlier proceeding.[56] Bright House therefore is less concerned than it was originally with regard to the content of Verizon's tariff or its ability to unilaterally impose unjust or unreasonable rates or terms.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. If the parties do not settle it, then the Commission should direct the parties to include the material terms of Verizon's state and federal collocation tariffs (including rates) within the ICA, but with a reference to the fact that the terms and rates of the Florida tariff were established following a specific PSC proceeding for that purpose.

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[56] In Re Petition of Competitive Carriers for Commission Action to Support Local Competition in BellSouth Telecommunications, Inc.'s Service Territory, Docket No. 981834-TP-/990321, Order No. PSC-04-0895-FOF-TP (FL PSC Sept. 14, 2004); *amendatory order including rate table at* Order No. PSC-04-0895A-FOF-TP (FL PSC Nov. 4, 2004).

Issue 49 (Discounted Resale Of Retail "Special Access" Offerings)

Issue #49: Are special access circuits that Verizon sells to end users at retail subject to resale at a discounted rate?

Q. WHAT IS THE CURRENT STATUS OF THE DISPUTE UNDERLYING ISSUE #49?

A. As I explained in my direct testimony, federal law requires Verizon to allow CLECs to purchase, at discounted rates, any telecommunications service that Verizon sells "at retail."[57] This includes so-called "special access" services sold at retail, because such circuits normally are used to carry data traffic, not long distance traffic, and the FCC's rules are very clear that ***only*** services involved in originating or terminating toll traffic are exempt from the resale obligation.

Q. WHAT IS VERIZON'S POSITION ON ISSUE #49?

A. Verizon relies on an FCC observation back in 1996 that retail end users only "occasionally" purchase special access services to conclude that in 2010 such services remain immune from the resale obligation. *See* Vasington Direct at pages 26-27. The problem with Verizon's position is that the telecommunications market has changed dramatically in the last 14 years. Notably, more and more business customers purchase direct connections from their premises for purposes of carrying data traffic, either among their own business locations, or to an Internet access provider. These are plainly "retail" services sold to non-carrier customers, and are equally plainly not related to the provision of "telephone toll" services and so are not exempt from resale as "exchange access" services. My understanding is that Bright House will be filing discovery requests with Verizon

[57] *See*, Gates Direct at 150-153.

to demonstrate just how prominent retail, non-exchange access "special access" services are in the market today.

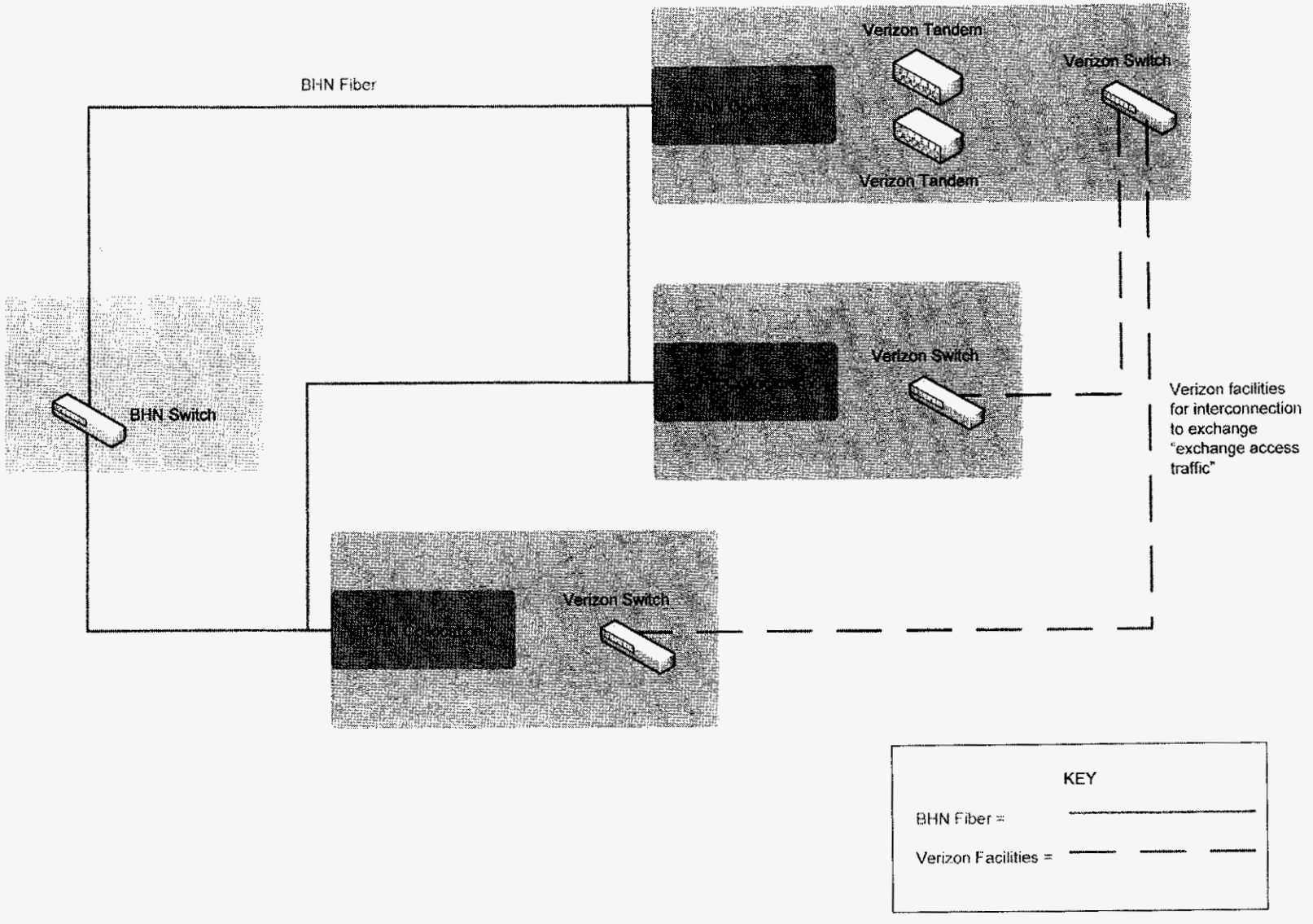
Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE #49?

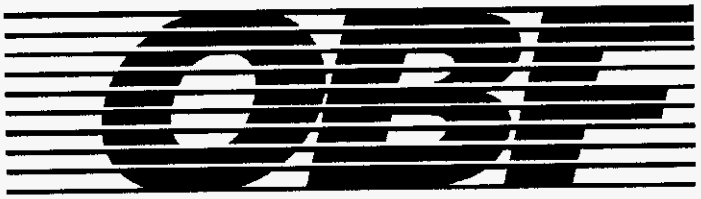
A. The Commission should disregard Mr. Vasington's outdated objections and approve Bright House's proposal on this issue.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes, it does.

TJG-4: Network Architecture Chart





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Issue 8 **January, 2003**

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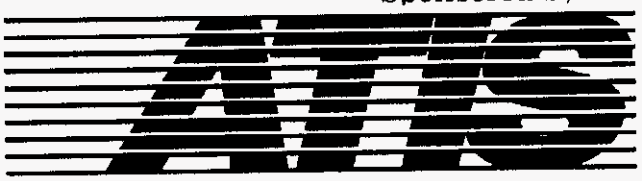

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1. PREFACE

Effective January 1, 2001 the process outlined in MECAB Issue 7, which allows companies to utilize their own recordings for access and interconnection billing, may be implemented.

The use of EMI Category 11-50-01 through 04 and 11-50-21 through 24 meetpoint summary usage records, for billing of access and interconnection services, will be discontinued effective August 31, 2002.

This document contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA. Access and interconnection services may be billed as usage-sensitive and flat rated charges, which may include intraLATA non-subscribed toll, wireless and local services. Examples of Usage-Sensitive Services are Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Wireless Services [Type 1 (Line Side Service), Type 2A (Trunk Side Tandem Service) and Type 2B (Trunk Side End Office Service)], trunk side connections (e.g., BSA), and Directory Assistance (DA) Transport. Examples of Flat-Rated Services are WATS Access Lines (WALs), Dedicated Access Lines (DALs), Hicap, two-point, multi-point services, direct/local transport and DA transport. This document also addresses the billing of jointly provided Feature Group A (FGA) line side BSA services in Section 9 of this document.

Types of customers and providers are as follows but are not limited to those below.

- End User: A customer who occupies premises that utilizes retail telephone services provided by telecommunications carriers. They may order other services such as access.
- IXC: Interexchange Carrier (Also referred to as IC). A long distance company that carries traffic between local exchange carriers.
- LEC: Local Exchange Carrier. A Company providing local telephone service. This term could include the following entities:
    1. CLEC: Competitive Local Exchange Carrier. A Company, which competes by providing it's own switching and/or network, or by purchasing unbundled network elements from an established local telephone provider. This term is meant to distinguish a new or potential competitor from the established local exchange provider.
    2. ILEC: Incumbent Local Exchange Carrier. A Company providing the connection to the end user's premise and access to the long distance network prior to the introduction of local competition. It is the established Regional Bell Operating Company or Independent Company.
    3. ULEC: Unbundled Local Exchange Carrier. A Company that provides local, intraLATA toll and access service by purchasing one or more unbundled network elements from another company. This includes only buying dial tone (port) or the entire platform of elements (UNE-P).

4. USP: Unbundled Service Provider. A Company (CLEC or ILEC) that has sold one or more network elements to another company in order for them to provide local, intraLATA toll and access services.
5. WSP: Wireless Service Provider (which includes CMRS (Commercial Mobile Radio Service), PCS (Personal Communication Services), etc.). A company whose network provides service to an end user through the use of airwave signals.

These guidelines were developed by the Billing Committee of the Ordering and Billing Forum (OBF). The Multiple Exchange Carrier Access Billing (MECAB) document (dated November 9, 1987) was changed to reflect the FGA/FGB meet-point Billing Task Force Report dated December 8, 1988. The Federal Communications Commission requested the report in its October 4, 1988 Order in CC Docket No. 87-579. The Commission addressed the report in its Memorandum Opinion and Order (MO&O) of October 5, 1989. This revised MECAB document also incorporates the resolution statements of recent OBF issues.

The OBF is a voluntary, self-policing group of provider and customer participants. They meet to identify, discuss, and resolve national issues concerning the ordering and billing of access and interconnection services. The OBF is under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The Federal Communications Commission (FCC) authorized the CLC in a MO&O released January 17, 1985.

This document provides industry guidelines for meet-point Billing (MPB) options. This document addresses the following:

- Common service identifiers
- Calculation of transport mileage
- Identification of the involved providers
- Provider to provider transfer of adjustment information and usage data
- MPB conversion and notification procedures.

This document identifies common data elements critical for the provision of verifiable and auditable bills in multiple provider situations and provides procedures for making common data elements and other data available to all providers, depending on the billing option selected.

The bill displays that appear are for illustrative purposes only. The Carrier Access Billing System Billing Output Specifications (CABS BOS©) documentation contains the industry standards for CABS access paper bills, bill data tapes and customer service records. The Small Exchange Carrier Access Billing (SECAB) Guidelines contain similar standards for paper and mechanized bills and inventory and rating information for the providers whose access bills do not conform to the CABS BOS.

Refer to CABS BOS and the SECAB for the current standards for billing outputs.

2. GENERAL

2.1 Scope

These guidelines are for billing access and interconnection services provided by two or more providers or by one provider in two or more states within a single LATA. It is to the mutual benefit of both customers (customers and end users) and providers that bills be accurate and auditable. This document addresses the concept of MPB and revenue sharing as detailed in the December 8, 1988 Report. As stated previously, access and interconnection services include Usage Sensitive and Flat Rates Services. Where intrastate tariffs and contracts permit, these guidelines are used for access and interconnection services. The determination of implementing a meet-point Billing arrangement between providers, which operate in the same territory, is based upon Provider-to-Provider negotiations where the regulatory environment permits. When all involved providers agree to a meet-point Billing arrangement, these guidelines are used.

2.2 MECAB Revision

2.2.1 Reason for Revision

OBF Issue 472 (the MECAB Change Management Document) recommends that the MECAB be updated to incorporate all resolved OBF issues affecting the MECAB document. This is the **seventh revision** to the MECAB based on OBF Issue 472. This revision contains updates to industry guidelines to reflect the resolution of the following OBF Issues:[1]

Issue 1548 – Billing Verification Process in an Unbundled Environment
Issue 1667 – Exchange of Billing Information
Issue 1690 – Notification of Interconnecting Billing Information to the ULEC.
Issue 2056 – For Facility-Based LECs/CLECs & CMRS, Enhance the Meetpoint/Meetpoint-like Record Exchange to be Consistent with Unbundled Processes
Issue 2138 – Redefine and Evaluate the Need for Existing MECAB Data Elements
Issue 2162 – Eliminate Pass Through meet-point Billing Options in MECAB
Issue 1962 – Multiple Providers of Tandem Access Interconnection
Issue 2186 – Optional Use Return Code for Category 11 Detail Records

The following issues were reviewed but no changes were made to the document.

Issue 1284 – Long Term LNP Billing and Verification
Issue 1287 – Billing For Unbundled Network Elements
Issue 1528 – The Billing Impact Resulting From Access Reform
Issue 1593 – Guidelines Do Not Exist For Providing Historical PICC Detail Data to Verify PICC Charges

[1] A record of resolved OBF Issues incorporated in MECAB revisions is contained in Section 11 - OBF Issues Included in MECAB Revisions.

2.2.2 Change Management

MECAB standards represent policy guidelines approved by the OBF; the Billing Committee of the OBF is responsible for the MECAB document. MECAB is changed through the incorporation of resolved OBF issues. Proposed changes to MECAB are reviewed and approved by the OBF Billing Committee and the OBF General Session. In accordance with the MO&O in CC Docket No. 86-104, released July 31, 1987, the FCC will have the opportunity to review any revisions to the standards (MECAB) to the extent that further tariff revisions are necessary.

2.2.3 Revision Process

Proposed MECAB revisions are developed periodically by the OBF Billing Committee. This Committee normally assigns a work group to draft the proposed MECAB revisions from resolved OBF issues. Resolved OBF issues for inclusion in MECAB are identified in the resolution by the entry "This resolution will be included in the MECAB document."

If possible, OBF issues impacting MECAB should contain proposed MECAB language changes as part of the suggested resolution. This language is reviewed by the Billing Committee as part of the issue resolution process.

2.2.4 MECAB and CABS BOS Coordination

The MECAB document is coordinated with the CABS BOS. MECAB addresses broad matters of policy and procedure associated with all aspects of MPB. Billing output exhibits are included in MECAB for illustrative purposes only. The industry standard for access bills is the current effective version of CABS BOS.

The SECAB Guidelines support those providers who currently do not conform to the CABS BOS. For those companies, references to the SECAB have been included in this document for general billing requirements and suggested formats.

2.3 History

2.3.1

In the illustrative Access Tariffs an attempt was made to address the ordering and billing processes when access service was provided by more than one provider or by one provider in two or more states within a single LATA. The original proposal was to have one provider (the end user's end office, dial tone office, or hub office provider) accept the order for service and bill the overall access service. This version came to be known as End Office Billing or Tariff Option A.

Several providers expressed interest in a second billing option, where each provider would bill the appropriate tariff rate for its portion of the access service in the appropriate jurisdiction. This concept was labeled meet-point Billing (MPB), or Tariff Option B, and added to the Access Tariff as filed with the FCC. Upon reviewing these billing plans, the FCC directed that Tariff Option A be phased out and replaced by Tariff Option B.

2.3.2

Due to various implementation considerations, the providers requested a waiver to delay MPB until June 1, 1985. The provider industry decided, after considerable study, that Usage-Sensitive Access Feature Group A (FGA) and Feature Group B (FGB) were not suited to MPB concepts. In addition, the mechanics of rendering an accurate, auditable meet-point bill for other access services were becoming more complex, casting doubt as to whether every provider could meet the June 1, 1985 implementation date.

As a result, the National Exchange Carrier Association (NECA), along with several individual providers, filed a petition for extension of waiver (in January, 1985) to delay, indefinitely, FGA and FGB MPB, and to delay MPB of other Usage-Sensitive and Flat-Rated Access offerings until June 1, 1986.

2.3.3

On March 28, 1986, the FCC issued a MO&O extending the waiver for MPB of access services until January 1, 1988, in response to several petitioners who argued that serious implementation problems remained regarding the current MPB requirements. This extension did not prohibit providers, where it was agreed upon, from implementing MPB where the capability exists.

Additionally, the FCC ordered the formation of an ad hoc industry group in cooperation with the CLC of the ECSA to study various MPB alternatives and develop an industry proposal. That Order required the CLC to submit an industry proposal to the Commission by December 1, 1986.

Accordingly, the CLC assigned the task to the OBF. The Billing Committee prepared a statement outlining a plan of action that included the organization of an ad hoc industry group to investigate alternatives to the proposed meet-point Billing plans.

2.3.4

On December 1, 1986, the ECSA filed the 86-104 Report adopted by the ECSA's Ordering and Billing Forum in response to the March 28, 1986 Order containing proposals for implementing meet-point Billing. The Commission adopted the 86-104 Report in a MO&O, released July 31, 1987.

The Order allowed the current blanket waiver of MPB requirements for FGC, FGD, Flat-Rated Access and DA Transport to expire on January 1, 1988. Providers were required to file tariff revisions implementing MPB for FGC, FGD, Flat-Rated Access and DA Transport in their October 1987 annual access filings to be implemented by January 1, 1988. Furthermore, the FCC suggested the OBF study the feasibility of applying the MPB approach developed for FGC, FGD, Flat-Rated Access, and DA Transport to other Usage-Sensitive Access services (i.e., FGA and FGB).

2.3.5

In the October 4, 1988 Order in CC Docket No. 87-579, the Commission requested that the ECSA submit a report on the possibility of meet-point Billing for FGA and FGB. The report, submitted to the FCC on December 8, 1988, recommended revenue sharing agreements as

the most appropriate solution for FGA shared service and the establishment of meet-point Billing for FGB. The Commission agreed in a MO&O released October 5, 1989.

The October 5, 1989 Order allows providers jointly providing FGA access services to avoid meet-point Billing for these FGA services by entering into binding revenue sharing agreements not later than one year after the release date of the Order. In addition, the Commission agreed with the December 8th Report that MPB of FGB access services be implemented by July 1, 1990. Providers were required to file tariff revisions implementing MPB of FGB in their 1990 annual access tariff filings. Furthermore, the FCC ordered that the OBF file a progress report not later than December 31, 1990 regarding the feasibility of establishing guidelines for MPB of Flat-Rated Access.

To meet the requirements of the October 5, 1989 Order, the ECSA submitted the *Issue 3* Revision of the MECAB document to the FCC in December of 1990. MECAB, *Issue 3* incorporated resolutions to two Flat-Rated Access issues, OBF 591 and 592, that meet the requirements of the above-mentioned FCC requested report. A cover letter to the Commission that further explained the Flat-Rated Access revisions accompanied the revised MECAB.

MECAB *Issue 4* incorporates resolutions to OBF issues 465, 590, and 638. Wording was added to the document to clarify Flat-Rated Access meet-point Billing guidelines.
MECAB *Issue 5* incorporates resolutions to OBF issues 621, 733, and 792. Text changes were made to meet the requirements of the September 17, 1993 Order, Docket 91-213, addressing Equal Charge Per Unit of Traffic (a.k.a., Local Transport Restructure). A distinction was made to clarify the difference between usage-sensitive and flat-rated access as a result of the resolution of OBF issue 733.

MECAB *Issue 6* incorporates resolutions to OBF issues 945, 946, 970, 1140, 1142, 1185, 1248 and 1304. Text changes were made to substitute the words provider and customer for LEC and IC. Section 17 (Sample forms) was created to provide a home for the Sample meet-point Notification Form (Section 17.1) and the Manual usage Exchange Form (Section 17.2).

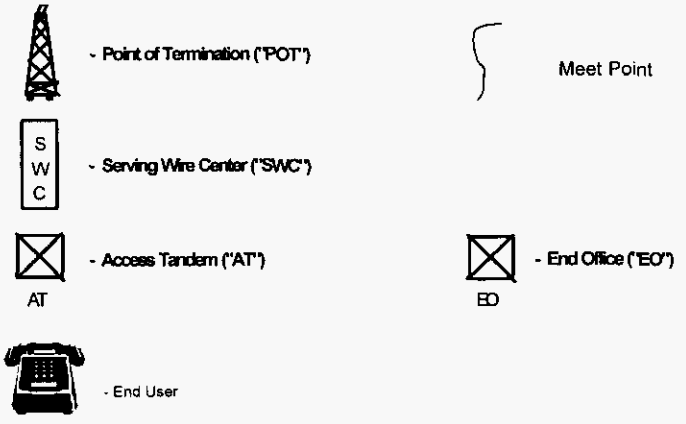
MECAB *Issue 7* incorporates resolutions to OBF billing issues 1548, 1667 and 1690 covering unbundled services. Section 14 – Jointly Provided Services In an Unbundled Environment was developed, along with diagrams, to incorporate the process dealing with unbundled services in a local, intra-LATA toll, CMRS and access environments.

MECAB *Issue 7* also includes OBF Billing Committee Issue 2056, which eliminates common minutes for facility-based LECs/CLEC, and CMRS traffic and billing; Issue 2138, which evaluates meetpoint data elements; and Issue 2162, which eliminates the pass through billing options. The sections eliminated as a result of the above issues were 10 - BAR/BACR, 12 - IBC/SBC, 13 - The Usage Sensitive Access Matrix and 17 - Sample forms for Manual Summary Usage Records. Revision marks will not be reflected due to extensive modifications to the document.

MECAB *Issue 8* incorporates resolutions to OBF Billing Committee Issues 1962 and 2186. Issue 1962 specifically addresses the situation where multiple tandem providers are involved in passing local and toll LEC traffic. Issue 2186 establishes applicable return codes in EMI Category 11 detail records exchanged between companies utilizing a 2 position return code (110XXX positions 70-71) to be consistent with the established Cat 10 and Cat 01 process.

2.4 Symbols

The following symbols are used in the figures throughout this document:



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3. NECA TARIFF FCC. NO. 4, PERCENT OWNERSHIP, BILLING PERCENTAGE AND COMPANY CODE

3.1 General

The industry reference for listing endpoint locations, billing percentages, and the providers involved in a MPB environment is NECA Tariff FCC. No. 4. The information contained in this tariff specifies the apportionment of local transport or channel mileage rate element(s) among the providers and/or jurisdictions involved in an access and interconnection services based on billing percentages. Each pair of end point locations, the related Billing Percentages, and the providers involved must be filed in NECA Tariff FCC. No. 4 for access services. When billing percentages are required for interconnection services, the decision to file billing percentages in NECA Tariff FCC. No. 4 is based upon Provider-to-Provider negotiations.

3.2 Billing Percentage (BP)

BPs are listed by service type for each pair of locations where access and interconnection services are provided on a meet-point basis. The sum of the BPs filed for each pair of end point locations must equal 100%. For each pair of locations, the involved providers must agree in writing to their respective BPs. This information must be submitted to NECA for inclusion in NECA Tariff FCC. No. 4, per NECA filing requirements.

3.3 Percent Ownership

Each set of BPs may be developed on any *mutually agreeable* basis among the providers in the route. BPs may be developed using:

1. Provider investment to total investment
2. Route miles to total route miles
3. Airline miles to meet-point to total airline miles between locations

The basis of this apportionment should consider each provider's rate structure for channel mileage or local transport and the method of BP application either approved by the FCC or locally negotiated contracts.

3.4 Transport or Mileage Charge Calculations

The appropriate method for calculation of MPB of the distance sensitive portion of Local Transport (direct-trunk and tandem-switched), Channel Mileage (e.g. Special Transport), is as follows:

1. The Vertical and Horizontal (V&H) coordinates (filed in NECA Tariff FCC. No. 4) are used to calculate the airline distance between two wire centers. Fractional mileage is rounded to the next whole number.
2. Each provider applies the tariff rate for this overall mileage length to obtain a dollar amount.
3. The BP is applied to the dollar amount calculated above.

See Figures 3-1 through 3-9 for examples of Usage-Sensitive Access (tandem-switched) and Flat-Rated Access (Switched and Special) mileage charge calculations.

3.5 Company Code

Whenever company codes are used to identify companies associated with rate elements, usage detail or circuit locations on meet-point bills and Customer Service Records (CSRs) (if provided), the state level company code, as filed in NECA Tariff FCC. No. 4, is provided.

3.5.1 Usage Sensitive Access Transport Mileage Charge Calculations

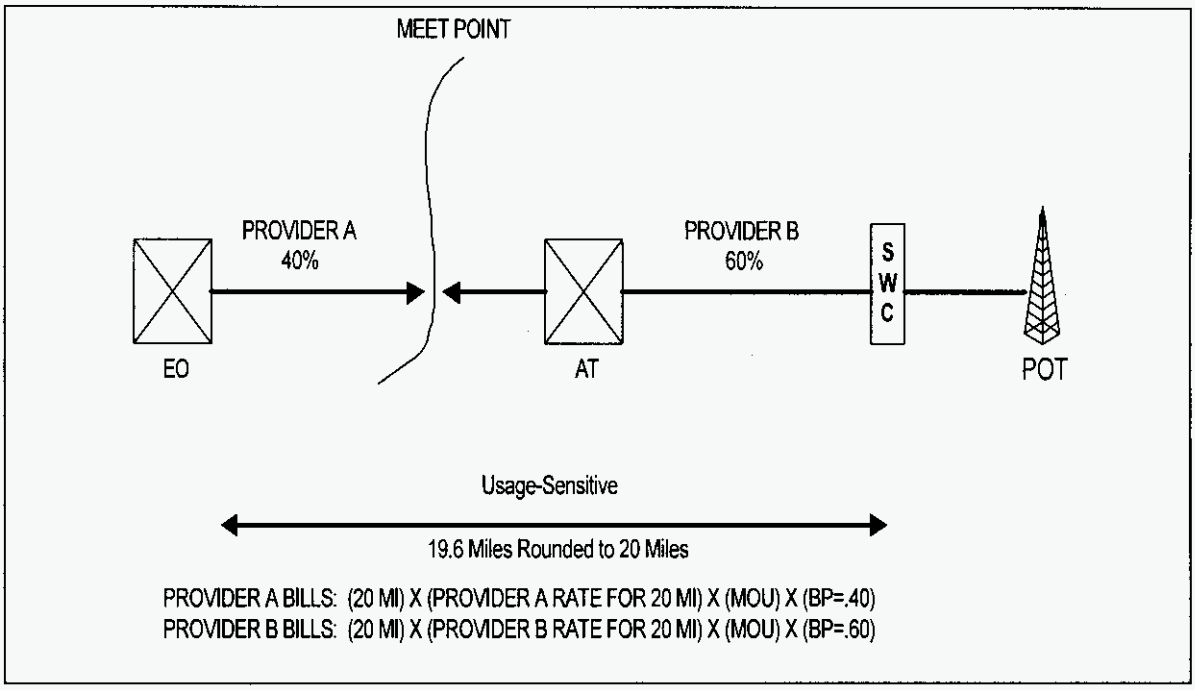

Figure 3-1 - Usage-Sensitive Access Transport Mileage Charge Calculations

3.5.2 Flat Rated Access Transport Mileage Charge Calculations

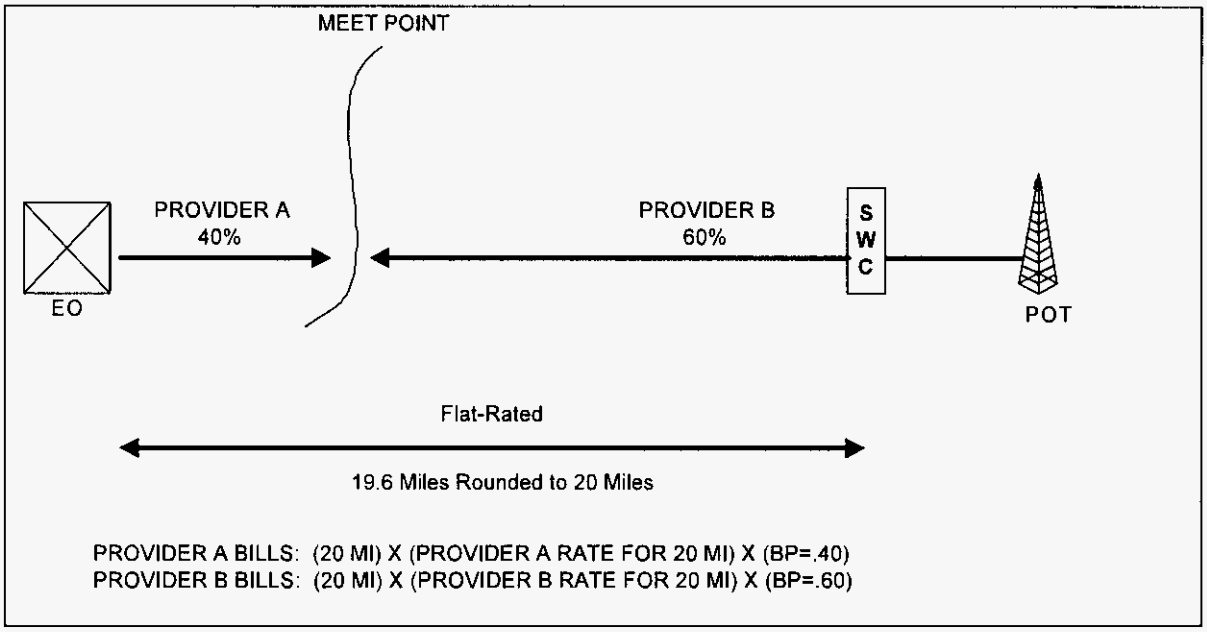

Figure 3-2- Flat-Rated Access Transport Mileage Charge Calculations

3.5.3 Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations

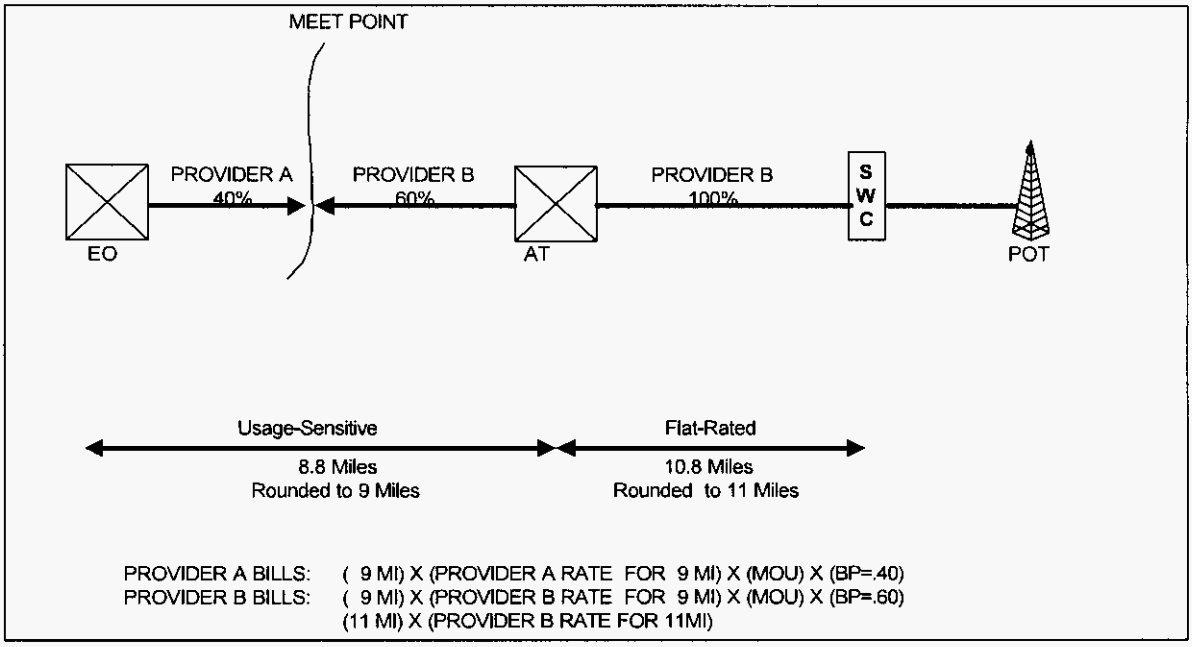

Figure 3-3 - Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the meet-point between the AT and the EO)

3.5.4 Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations

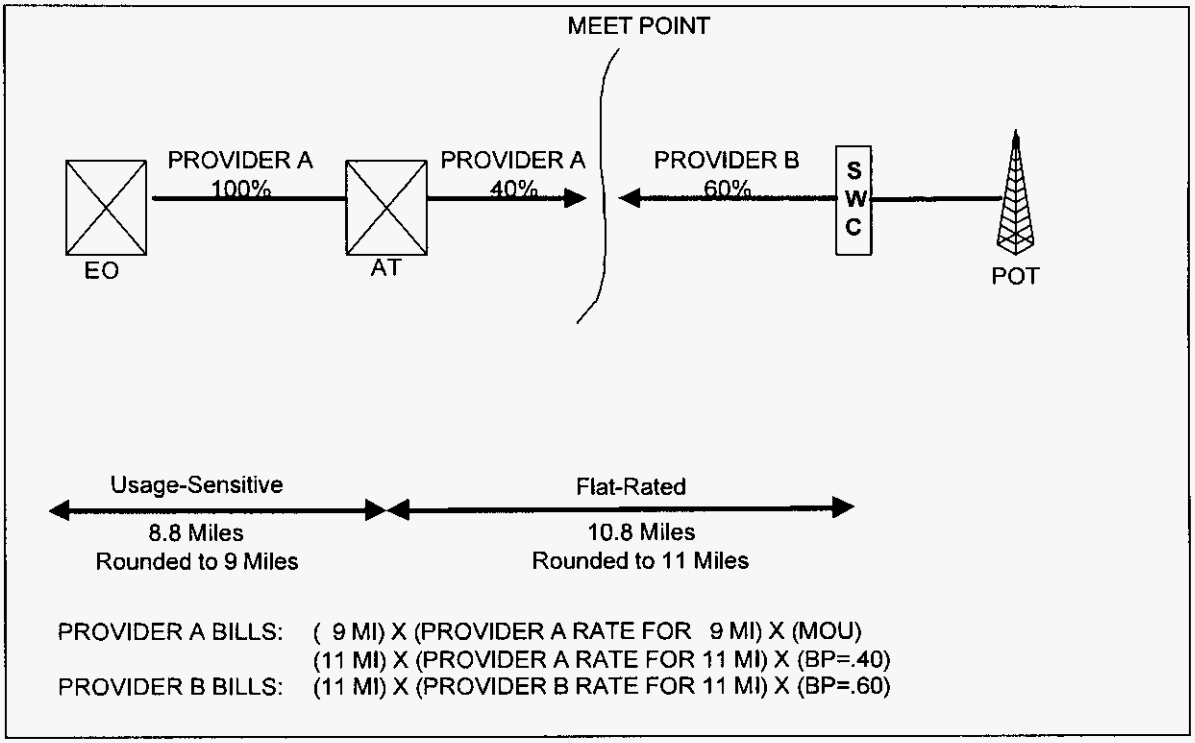

Figure 3-4 - Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the meet-point between the AT and the SWC)

3.5.5 Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations

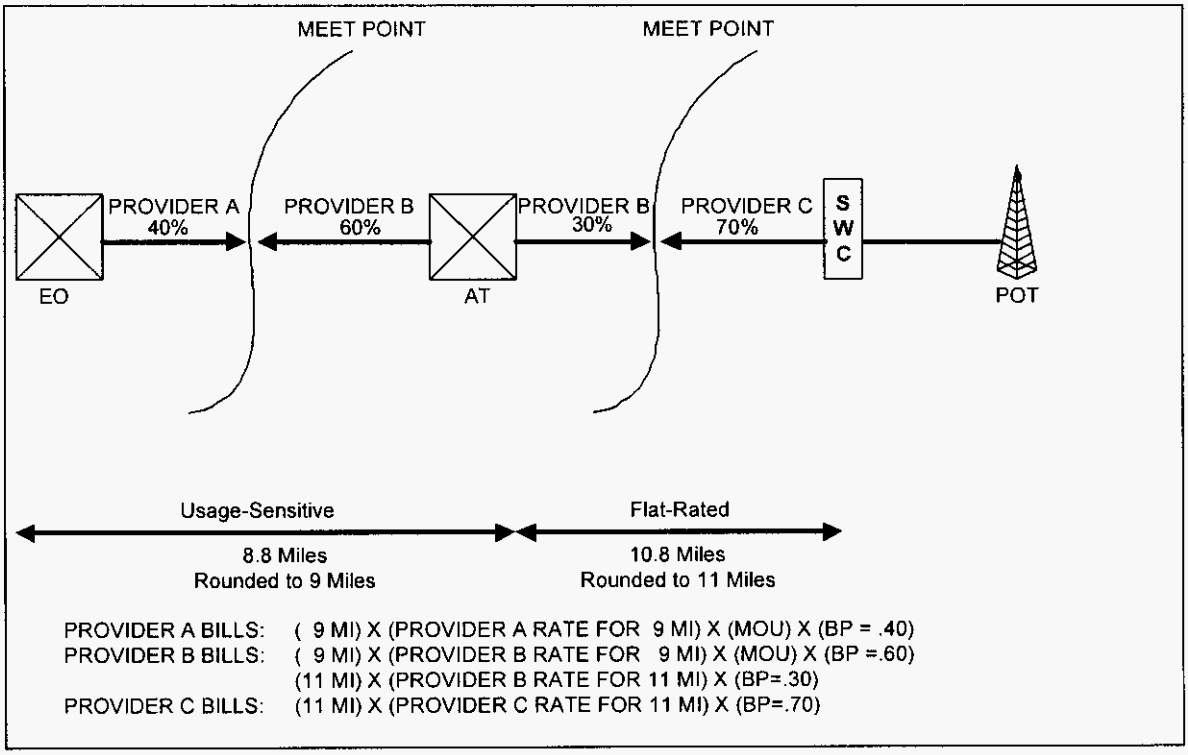

Figure 3-5 - Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (Three Providers)

3.5.6 Host/Remote Usage – Sensitive Access Transport Mileage Charge Calculations

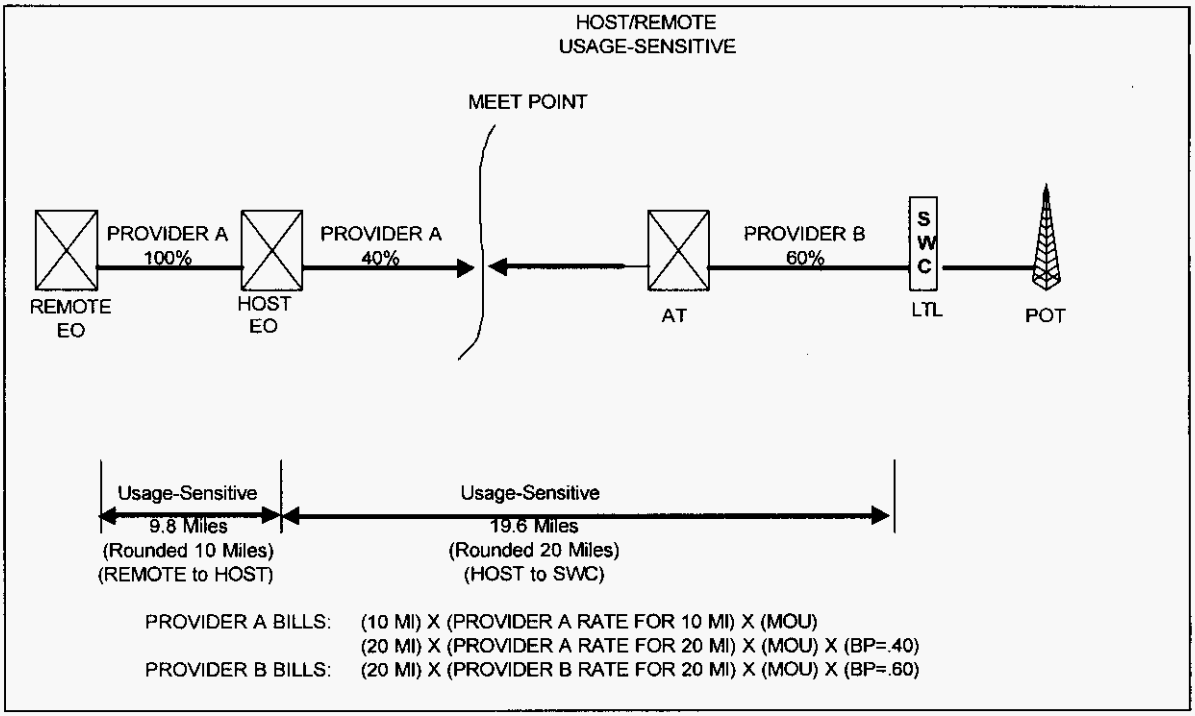

Figure 3-6 - Host/Remote Usage-Sensitive Access Transport Mileage Charge Calculations (with the meet-point between the HOST and AT)

3.5.7 Host/Remote Usage Sensitive & Flat Rated Access Transport Mileage Charge Calculations

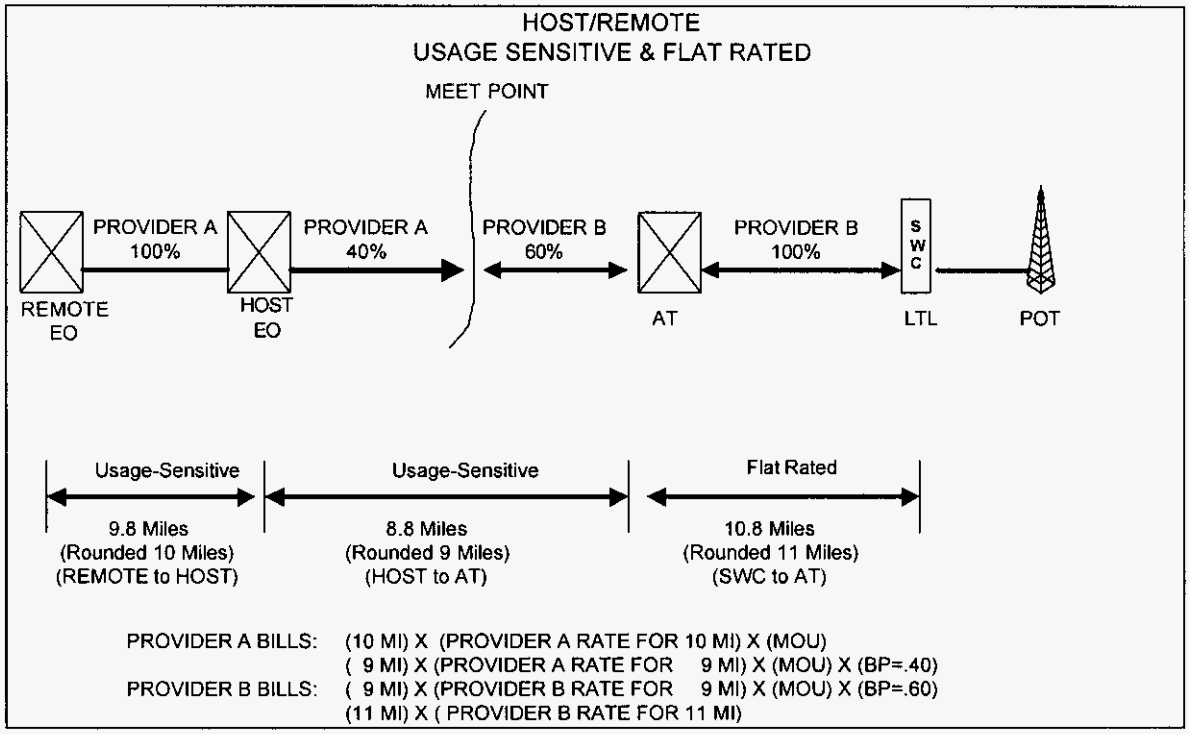

Figure 3-7 - Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the meet-point between the HOST and AT)

3.5.8 Host/Remote Usage Sensitive & Flat Rated Access Transport Mileage Charge Calculations

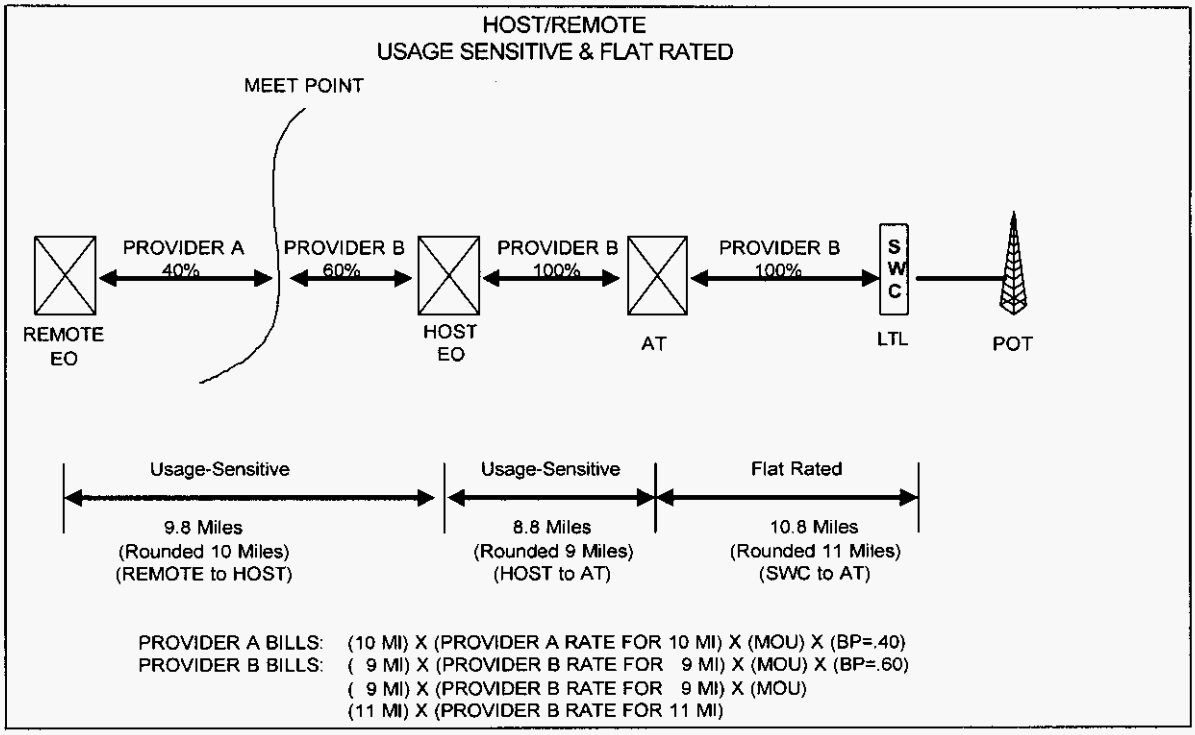

Figure 3-8 - Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the meet-point between the REMOTE and HOST)

3.5.9 Non-Party LTR Rate Structure Transport Mileage Charge Calculations

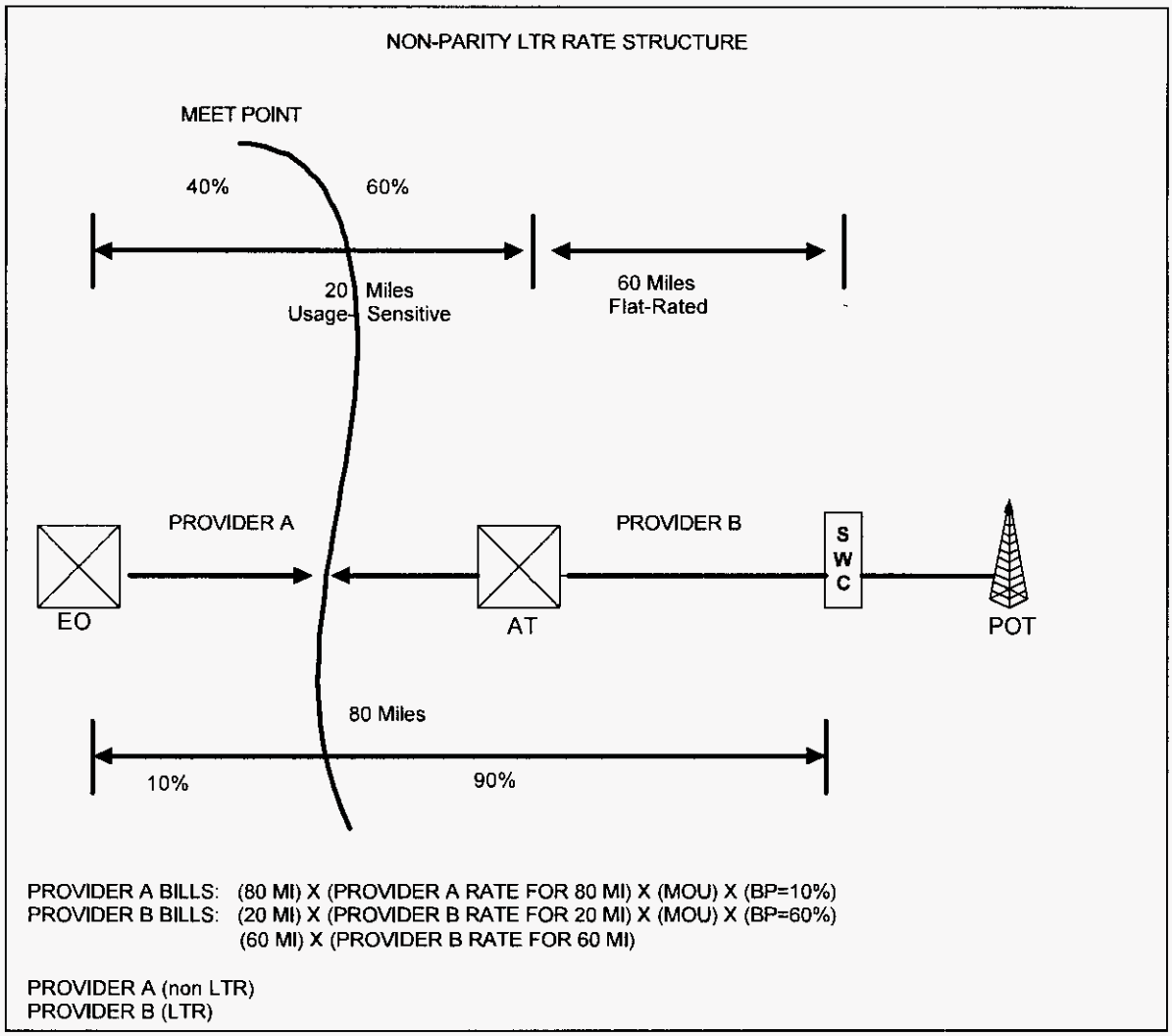

Figure 3-9 - Transport Mileage Charge Calculations for Providers with Non-Parity Rate Structures (with the meet-point between the EO and AT)

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4. MEET POINT BILLING OPTIONS

4.1 General

The meet-point Billing Task Force Report, (hereinafter, 86-104 Report) adopted in CC Docket No. 86-104, released July 31, 1987, specifies that either the single or multiple billing options would satisfy the requirements for MPB. Where providers are unable to reach agreement as to the method of billing, the multiple MPB option, as described in this document, is employed. The Common Carrier Bureau in CC Docket No. 87-579, Phase II, released October 4, 1988, established certain characteristics that must be present for the multiple bill option to be an appropriate selection. Upon determining the billing method, each provider notifies the customer of the method employed to render access bills in accordance with the notification instructions in Section 5. See the section entitled "Jointly Provided Service in an Unbundled Environment" for ULEC billing options.

4.2 Meet-point Billing Selection

One of the crucial activities associated with MPB is the responsibility of the providers to select a meet-point Billing option. The MPB options available are:

1. Single Bill
2. Multiple Bill

Under the Single Bill Option there are two alternatives. They are:

1. Multiple Tariff (SM)
2. Single Tariff (SS)

The payment alternatives associated with Single Bill/Multiple Tariff are Single Check and Multiple Checks.

Under the Multiple Bill Option there are two possible alternative implementation methods. They are:

1. Multiple Bill reflecting a single tariff (MM)
2. Multiple Bill reflecting multiple tariffs (MT)

A provider may elect to use either or both MPB options when connecting with different providers. Providers may also elect to use either or both MPB options when connecting with the same provider for different types of service (e.g., Hicap, FGD). Providers may also elect to use either or both MPB options for different meet-point service arrangements (e.g., EO to POP/SWC, customer premises to customer premises). The MPB option selection is negotiated exclusively between providers.

The MPB method selection between providers has some fundamental restrictions. In order for providers to implement the Single Bill options, all providers involved in providing the access or interconnection service for a particular meet-point service arrangement must agree on one of the two Single Bill alternatives. If providers were unable to reach agreement as to the billing option for a particular meet-point arrangement, each provider would be required to select the Multiple Bill option.

Because of the complexities involved in providing and billing multiplexed and multi-point Flat-Rated access services by more than one provider, the combination of MPB options on an

individual service is allowed. For example, a segment of a multi-point service may be billed using one of the Single Bill alternatives, and another segment of the same multi-point service may be billed using one of the Multiple Bill implementation methods.

4.3 Descriptions of meet-point Billing Options.

4.3.1 Single Bill Option

The Single Bill option allows the customer to receive one bill from one provider or its billing agent for access or interconnection services. To assist the reader in understanding the Single Bill option, the working definition of the Single Bill is as follows:

A Single Bill consists of all rate elements applicable to access or interconnection services billed on one statement of charges under one billing account number (BAN).

Although the Single Bill option suggests one means of bill rendering, the following billing alternatives are:

1. Single Bill: Multiple Tariff
2. Single Bill: Single Tariff

To implement any Single Bill alternative, all providers involved must agree to a particular alternative. The billing company's bill includes the applicable data elements listed in the CABS BOS or SECAB. The CABS BOS or SECAB format is recommended. For the customer to provide payment to an agent, the customer must be provided with a letter of authorization (LOA). The detailed requirements for rendering the Single Bill option are given in Sections 5 through 8 of this document.

Provider-to-Provider contractual agreements for the billing of Usage-Sensitive Access, Flat-Rated Access and/or interconnection services are required. These agreements can cover proprietary information/non-disclosure, liabilities for data accuracy and timeliness, inquiries, flow of tariff items, compensation for billing services, types of access or interconnection services included, payment options (e.g., purchase of accounts receivable by billing company vs. individual payments by customer to each provider), and flow of data.

4.3.1.1 Single Bill-Multiple Tariff

The billing company agrees to prepare a single access or interconnection bill, with each provider's charges separately identified by rate element and usage detail using the state level company code found in NECA Tariff FCC. No. 4. A summary page totaling the charges by provider state level company code is included. The tariff or contract rates provided to the billing company must include all charges applicable to the meet-point billed services. The provider charges refer to one-time charges, recurring charges, usage, OC&C, adjustments, etc. This alternative requires that the billing company administers in its billing system the applicable tariff or contract rates and rate changes for all providers involved in the provisioning of services Rate change dates may not coincide where multiple providers are involved in a service. A non-billing company should notify their billing company of its rate change in a timely manner.

Separate checks can be rendered by the customer and mailed directly to each provider, or to the billing provider for distribution as indicated in the letter of authorization. If the non-billing provider receives payment directly from the customer, the non-billing provider must

notify the billing provider of the payment. The billing provider is then responsible for applying each payment to the appropriate provider's balance due. Where a single check is selected as the payment arrangement, the non-billing provider must provide a letter of authorization to notify the customer to send only a single check to the billing provider.

Information must be communicated among the providers involved to render a single bill using the multiple tariff alternative. Application and interpretation of the non-billing company's rates must also be communicated to the billing company for incorporation into the billing system. The service order, payment and rate information must be maintained by the billing company on an ongoing basis and requires the cooperation of the providers. Usage data is transmitted to the billing company for input to the billing system. The billing company renders a single bill to the customer and returns financial information to the provider, which may include a copy of the bill. The customer then remits payment either directly to each provider or to the billing company for distribution based on the contractual arrangements between the providers. The customer is referred to the contact number on the bill for billing inquiries. Resolution of billing inquiries may involve all providers.

4.3.1.2 Single Bill-Single Tariff

The billing company agrees to prepare a single access or interconnection bill based upon their rate structure. Usage data is transmitted from the recording point for input into the billing system. The billing company renders a bill to the customer for all portions of the service. The other providers render a bill to the billing company for that portion of the service they provide. The customer remits payment to the billing company. The billing company remits payment to the other providers.

4.3.2 Multiple Bill Option

The Multiple Bill option allows each provider to bill the customer for its portion of a jointly provided access or interconnection service. In this scenario each provider establishes its own billing account. The bills under this option are rendered at a level previously established by the provider in a non-MPB environment. The detail requirements for rendering multiple meet-point bills are provided in Sections 5 through 8 of this document.

Although the Multiple Bill option suggests one means of bill rendering, the following billing alternatives are:

1. Multiple Bill: Single Tariff 2. Multiple Bill: Multiple Tariff

4.3.2.3 Multiple Bill-Single Tariff

Each company prepares and renders a meetpoint bill in accordance with its own tariff or contract for the portion of the service it provides.

4.3.2.4 Multiple Bill-Multiple Tariff

This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the service. The number of bills rendered is less than the total number of companies providing the service. Each provider's tariff or contract rates are applied and displayed separately for each company's portion of the service provided.

The tariff or contract rates provided to the billing company must include charges applicable to the Meet-point billed services. The provider charges refer to one-time charges, recurring charges, usage, OC&C, adjustments, etc. This alternative requires that the billing company administer in its billing system the applicable tariff or contract rates and rate changes for all providers involved in the provisioning of services. Rate change dates may not coincide where multiple providers are involved in a service. A non-billing company should notify their billing company of its rate change in a timely manner.

4.4 Implementation Considerations

4.4.1 Basic Implementation Considerations

The following are basic implementation considerations between providers to establish meet-point billing relationships for switched, dedicated and local interconnection services. MPB and non-MPB services may be included on the same account. These considerations apply regardless of the billing option agreed upon:

1. For all MPB services:

   a. All billing company's bills will include the applicable data elements listed in the CABS BOS or SECAB; whichever is appropriate, for the billing company. In addition, the CABS BOS or SECAB format is recommended.

   b. The terms and conditions of the providers' tariffs or contracts should be reviewed to determine that there are no practical or regulatory prohibitions associated with implementing an option. In particular, review the general regulations and ordering sections of each provider's tariff or contract.

   c. Each provider is responsible for filing tariffs or price lists where appropriate.

   d. Provider-to-provider exchange of administrative data is required. Where proprietary restrictions do not exist, whenever a new provider establishes a switched point of interface directly subtending a tandem, the tandem company owner will provide the following information about interconnecting IXCs to the new provider:

      - billing company name
      - billing company address
      - billing company telephone number
      - ACTL location
      - industry assigned Carrier Identification Code(s) (CICs)

   The tandem company owner will provide the following information about local/intraLATA interconnectors to the new provider:

      - contact name
      - contact address
      - contact telephone number or fax
      - type of company
      - NECA assigned Operating Company Number (OCN) and/or industry assigned Carrier Identification Code(s) (CICs)

   Each time a new interconnecting company establishes a presence at a tandem, the tandem company will provide this information to the new interconnecting company and the existing directly interconnected companies on a one-time basis. Companies directly

interconnected to the tandem have the responsibility to pass notification information to companies directly interconnected behind them.

e. In order to establish a billing relationship, providers that do not have a direct interconnection with each other, may need to exchange the following information:

- billing company name
- billing company address
- billing company telephone number
- Point of Interface (POI)
- billing percentages, if applicable

f. Review current OBF Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, particularly with respect to order intervals and access service coordination.

g. Meet-point bills will contain a MPB identification.

h. Identify what is Meet-point billed, e.g., End Office, Traffic Type, or circuit.

i. In a single bill arrangement, provide detail of adjustments and charges for each provider identified on the bill.

j. Provide billing percent when applied to rates.

k. In a single bill arrangement, include a summary totaling the charges for each provider identified on the bill.

l. During the ordering process, communicate billing account information in accordance with the Access Services Ordering Guidelines (ASOG) and Local Services Ordering Guidelines (LSOG).

m. The Combination of Meet-point and non-Meet-point on a single bill with all options (e.g., Single Bill, Multiple Bill) is accepted. When mutually agreed upon by customer and provider, a single bill will be rendered for meet-point and non-meet-point access and interconnection services. This is applicable for both paper and BDT. At the account level, the bill should be identified as a Meet-point bill. Current requirements for usage billing displays at end office and summary levels remain unchanged.

2. For Usage-Sensitive Service:

a. End Office detail must be provided by COMMON LANGUAGE• Location Identification (CLLI) code. This must be an industry-recognized code. This information may be provided via LSR, ASR or other media.

b. When the billing company is not the recording company, a relationship may need to be established between providers in order to exchange detailed usage records.

c. If any or all Traffic Types within an End Office for a given customer are jointly provided, the entire End Office is billed on a MPB account.

The following guidelines establish the level of Traffic Type display on multiple meet-point bills:

• COMMON LANGUAGE is a registered trademark and CLEI, CLLI, CLFI and CLCI are trademarks of Telcordia Technologies.

1. If the provider displays usage by traffic type on its regular bills, it should do so on meet-point bills.
2. If the provider does not render regular bills and only has meet-point bills, they should display usage by traffic type on its bills.

d. When an account contains meet-point Billing, each meet-point billed End Office should be displayed on the bill with its appropriate MPB option or combination of options. If the end office is not owned by the billing company, the OCN of the end office owner should be listed on the bill. In effect, the Single Bill Option or Multiple Bill Option can be combined for usage-sensitive service on the same account, with:

- Any Single Bill Option
- Any Multiple Bill Option/Alternative Implementation Method
- Non-meet-point Billing
-

3. For Flat-Rated Service:

a. A provider is not required to establish separate MPB accounts for each provider with which it meet-point bills.

b. The Single Bill Option or Multiple Bill Option can be combined within a circuit, or on the same account, with:

- Any Single Bill Option
- Any Multiple Bill Option/Alternative Implementation Method
- Non-meet-point Billing

c. When a two-point service is provided by more than one provider, the two-point service will be identified as meet-point billed.

d. When any segment of a multi-point service is provided by more than one provider, the entire circuit must be identified as meet-point billed.

e. When a High Capacity (Hicap) service is provided by more than one provider, the Hicap service will be identified as meet-point billed. Services using channels derived from the Hicap may or may not be identified as meet-point billed. There is no relationship between the meet-point billed status of a Hicap service and a two-point or multi-point service that uses a derived channel from that Hicap service.

f. When considering the meet-point implications for a complex multi-point or multiplexed Flat-Rated service, it is recommended that the OBF Issues 591 and 592 be referenced. These issues provided a complete explanation of the meet-point option arrangements and the billing scenarios that may be applicable.

4. This matrix identifies the billing information requirements and the possible billing companies (Provider A, Provider B, Provider C, etc.) that may be involved in billing the customer:

BILLING ARRANGEMENT	BILLING OPTIONS	BILLING PROVIDER(s)	BILLING REQUIREMENTS a	b	c	d	e	f	g
Between 2 Providers	SS	A or B	X	X	X	_	_	_	_
	SM	A or B	X	X	X	X	X	X	X
	MM	A & B	X	X	X	X	_	_	_
Among more than 2 Providers	SS	A or B or C	X	X	X	_	_	_	_
	SM	A or B or C	X	X	X	X	X	X	X
	MM	A & B & C, etc.	X	X	X	X	_	_	_
	MT	A or B or C	X	X	X	X	X	X	X

BILLING REQUIREMENTS (Bill and/or CSR):

a. Service must be identified by Exchange Carrier Circuit Identifier (EC CKTID) and, when available, by Interexchange Carrier Circuit Identifier (IC CKTID).

b. Service will be identified as MPB and reflect the OCN where appropriate.

c. The end locations for the MPB segment must be identified.

d. Billing Percentages (BP) and, if required, Supplemental BP (fixed rate charges) must be displayed.

e. Each provider's charges must be separately identified by rate element.

f. Adjustments and charges must be identified for each provider.

g. A summary totaling the adjustments and charges by provider will be included.

4.4.2 Implementation Considerations for Single Bill-Multiple Tariff

In addition to the basic implementation considerations under 4.4.1, the following also apply for the Single Bill-Multiple Tariff alternative:

1. The customer sends a single check to the billing company unless otherwise instructed by the provider(s) through the proper notification procedures.
2. If a CSR is provided, a state level company code, as filed in NECA Tariff FCC No. 4, should be associated with the data elements.
3. Each provider (other than the billing provider) must be identified separately by rate element and usage detail using the state/area level company codes.

4.4.3 Implementation Considerations for Single Bill-Single Tariff

In addition to the basic implementation considerations in 4.4.1, the following also apply to the Single Bill-Single Tariff billing alternative:

1. The tariff or contract rate of the provider responsible for billing the customer must include the expenses associated with obtaining access from the other provider(s). These expenses include applicable tariff or contract charges of the other provider(s).

2. The tariffs or contracts of the other provider(s) may require review to determine that there are no practical or regulatory prohibitions, which would preclude the provision of services to another provider in this arrangement.

4.4.4 Implementation Considerations for the Multiple Bill

In addition to the basic implementation considerations in 4.4.1, the following also apply to the Multiple Bill option:

1. Where a contractual relationship exists between providers, data exchange and process coordination is required.
2. If a CSR is provided, a state level company code, as filed in NECA Tariff FCC. No. 4 should be associated with data elements.
3. For Usage-Sensitive Services:
   a. Exchange of usage records (e.g. 11-0X-XX) occurs when a contractual relationship exists between providers, for FGB, FGC, FGD, trunk side BSA, DA Transport, wireless and local usage.
   b. The jurisdiction of usage must be determined by each provider. This may require the use of factors such as PIU, PLU, etc.
   c. Exchange the Office Tape Identification (OTID), Trunk Group Number (TGN), Percent Traffic Routed (PTR), and Percent Direct Routed (PDR) if applicable.
   d. Identify the Provider-to-Provider usage exchange procedures. The record layouts and pack requirements are defined in the ATIS/OBF EMI document.
4. For Usage-Sensitive Multiple Bills reflecting multiple tariffs, the following additional considerations apply:
   a. Company check indicator.
   b. Provider State Level Company codes (Single Bill/Multiple Tariff rules apply).
   c. Summary of charges by provider (Single Bill/Multiple Tariff rules apply).
   d. Detail of charges by provider code (Single Bill/Multiple Tariff rules apply).
   e. Rates per each provider.
5. For Flat-Rated Service:
   a. Internally cross-reference High Capacity Facilities to accommodate the "ratcheting" process.
   b. Service will be identified by common EC Circuit Identifier (EC CKTID) and, when available, by IC Circuit Identifier (IC CKTID).
   c. The service will be identified as MPB.
   d. The end locations (CKL/CKLT) for the MPB segment must be identified.
   e. Billing Percentages (BPs) and, if required Supplemental BPs (e.g. Channel mileage termination) must be displayed.
   f. Each provider involved in the provisioning of a circuit must be identified.

6. For Flat-Rated Multiple Bills reflecting a multiple tariff, the following additional considerations apply:

   a. Internally cross-reference High Capacity Facilities to accommodate the "ratcheting" process.

   b. Adjustments and charges must be identified for each provider.

   c. A summary totaling the adjustments and charges by provider will be included.

   d. Each provider's charges must be separately identified by rate element.

   e. The industry assigned provider State/Area Level Company codes (Single Bill/Multiple Tariff considerations apply).

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5. CONVERSION AND NOTIFICATION

5.1 General

To implement MPB, several cooperative activities are required among customers and providers involved on each jointly provided service. The customer is responsible for distributing a common ASR/LSR to all providers involved with the service in accordance with the standards documented in the ASOG/LSOG and the MECOD Guidelines. The ASR/LSR is required by each provider to authorize billing. The providers involved with the service will provide confirmation to the customer in accordance with the standards documented in the ASOG/LSOG. The remainder of this section defines specific requirements and bill data elements that must be provided on all meet-point bills rendered from the providers. In addition to the implementation activities required by the providers, there is a need for the customers to receive written notification at least 30 days prior to implementation of any change (e.g. change to MPB option, elimination of common minutes, etc.). This time is needed by customers to prepare for the new or changed billing media they will receive. The notification will be given to the customer contact(s).

5.2 General Conversion

This section describes procedures and areas to consider when converting services that involve meet-point Billing. The following situations are applicable:

1. Conversions from non-meet-point Billing to meet-point billing for a given service, e.g., access, local & CMRS.
2. Establishing MPB for a given service arrangement, when a new provider becomes involved, for which no meet-point agreement exists.
3. Changing an existing meet-point Billing option, or
4. Changing from common minutes to non-common minutes between providers until the discontinuance of the use of summary usage records (11-50-01 through 04 and 11-50-21 through 24) effective August 31, 2002.

Listed below are joint provider conversion efforts that must be considered:

1. Identify service arrangement(s) that will be converted to meet-point billing.
2. Providers must establish BPs for each MPB route for IC traffic. Establish BPs for each local interconnection route, if applicable. Formally concur on BPs in NECA Tariff FCC. No. 4. as described in Section 3.
3. Provide a cross reference for meet-point access/interconnection services:

   a. Flat-Rated Service:

   When a circuit number changes or appears for the first time due to implementation of MPB, a cross reference list of all old and new circuit identities should be provided, in advance if possible, to the customer. These lists should contain Billing Account Number (BAN), Access Customer Terminal Location (ACTL), EC CKTID, High Capacity Billing Account Number (HBAN)[2] if applicable, the Connecting Facility Assignment (CFA) if

[2] HBAN is used when Usage-Sensitive and Flat-Rated Access services exist on a High Capacity facility. HBAN identifies the Flat-Rated Access BAN on which the High Capacity service is billed. HBAN is used

applicable, and the IC CKTID when available. During the ordering process, billing account information will be communicated in accordance with the ASOG/LSOG.

As new circuits are established, providers must exchange common EC CKTID.

All providers that meet-point bill will use a common provider circuit identifier (e.g., CLCI-SS). Providers are required to coordinate with each other should a common provider circuit identifier change. (See OBF MECOD guidelines.)

b. Usage-Sensitive Service:

Prior to implementing MPB, providers must exchange End Office identifiers that appear on the bill in the form of a CLLI. The CLLI will be identified in industry documents (i.e. LERG, NECA).

In addition, the companies will provide a list to the customers which includes:

- the directly interconnected provider company code(s)
- the type of service (e.g. switched access, local, CMRS)
- the old and new BANs (provided by the billing company(s)) when appropriate
- the SWC/POI associated with the ACTL (LTL/Customer SWC CLLI)
- the End Office identifier (CLLI)
- CFA, if applicable

This information will be provided in advance when possible.

4. Establish the Provider-to-Provider usage exchange procedures where contractual relationships exist between providers for receipt of records by the non-recording company (see Section 6).

5. Exchange OTID, TGN, PTR for Usage-Sensitive Access, and PDR for local, if applicable.

5.2.1 Additional Data Exchange and Requirements

5.2.1.1 Single Bill Option

Section 10 contains a list of Single Billing Data Exchange Elements, which must be addressed by all providers in a Single Bill arrangement.

1. Single Bill/Multiple Tariff Option:

   There is a need for Provider-to-Provider contractual agreements for the billing of Usage-Sensitive and Flat-Rated services. These agreements may include proprietary information/non-disclosure, liabilities for data accuracy and timeliness, billing inquiries, flow of tariff or contract items, compensation for billing services, types of services, payment options and the flow of data.

2. Single Bill/Single Tariff Option:

   The tariff/contract rate of the provider responsible for billing the customer should include the expense associated with obtaining access from the other provider(s). These expenses include applicable tariff or contract charges of the other providers. The

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as a means of linking the Usage-Sensitive service with the bill for High Capacity service, and appears on the Usage-Sensitive billing account.

tariffs/contracts of the other providers may require review to determine that no practical or regulatory prohibitions exist, which would preclude the provision of service to another provider in this arrangement.

5.2.1.2 Multiple Bill Option

1. Usage-Sensitive Service

   a. Jurisdiction:

      The jurisdiction of usage must be determined by each provider. This may require the use of factors such as PIU, PLU, etc..

   b. End Office Identifier

      Each company will bill using the same CLLI to identify an End Office. The CLLI will be identified in industry documents (i.e. LERG, NECA).

2. Flat-Rated Service

   a. Jurisdiction:

      The jurisdictional separation must be consistent among all involved providers base on the customer provided factors (e.g. PIU, PLU).

5.2.1.3 Account Structure

1. Usage-Sensitive Service Meet-point Billing Account:

   The multiple MPB option could include a unique Usage-Sensitive Service MPB account for each provider in support of the usage bill verification process. The bill will be rendered at the level previously established by the provider in a non-meet-point environment (i.e., Company, State, LATA, POP, or End Office). End Offices, which are entirely non-MPB, may appear on a separate account.

   When mutually agreed upon by customer and provider, a combination single bill will be rendered for meet-point and Non-meet-point usage. This is applicable for both paper and BDT. At the account level, the bill should be identified as a meet-point bill. Current requirements for usage billing displays at end office and summary levels remain unchanged.

2. Flat-Rated Service Meet-point Billing Account:

   Subsequent to the 86-104 Report, the OBF determined that a provider is not required to establish separate MPB accounts for each provider with which it meet-point bills.

5.3 Notification

5.3.1 Customer Notification

Each company (billing and non-billing) will provide notification to the customer of the MPB option used to render bills. The notification requirement applies to the initial MPB implementation and any subsequent changes to an existing MPB option (e.g., Multiple Bill Option to Single Bill Option), change in bill rendering company, change from common minutes of use to non-common minutes of use, or payment arrangement. The customer notification must take place thirty days prior to the MPB implementation or change in

option. The elimination of common minutes between providers should be supplied at least thirty days prior to the change.

The customer notification should be at the appropriate Company Code level. The MPB option concurred with the connecting companies will normally be the same for all End Offices. If there are exceptions, these exceptions should be identified separately, by End Office, in the customer notification. For example, Provider-A and Provider-B meet-point bill on a route. Provider-A selects Single Bill/Single Tariff when that company owns the End Office. Provider-B selects the Single Bill/Single Tariff bill option when it is Provider-B's End Office. In these situations, only one notification per provider is required for all End Offices to be billed in this manner. However, should there be any different billing arrangement between Provider-A and Provider-B, this will require additional notification for those different billing arrangements.

Customer notification is required from each provider involved:

a. For each unique combination of companies jointly providing service or a segment[3] of a multi-point flat-rated service arrangement
b. Per each meet-point option
c. For all types of service
d. Changing from common minutes to non-common minutes between providers until the discontinuance of the use of summary usage records (11-50-01 through 04 and 11-50-21 through 24) effective August 31, 2002.

This notification will be given to the customer contact(s). If the MPB Option/Alternative is the same for all Usage-Sensitive and/or Flat-Rated services, then only one notification is required. A new notification is not required if the same MPB arrangement information has already been provided for a similar circuit type for the particular combination of involved providers. Each provider is required to report the following detailed information in the notification process:

- Company Code of all LEC connecting companies
- LEC Connecting company – Type of Provider (e.g. CLEC, CMRS, LEC)
- LEC Connecting Company Name
- LEC Connecting Company Address
- LEC Connecting Company Contact Person
- LEC Connecting Company Contact Telephone Number or FAX number
- MPB option(s) by LEC connecting Co (e.g. Multiple Bill/Single Tariff). For Single Bill Options and Multiple Bill/Multiple Tariff options, the bill rendering company must also be provided.
- MPB payment arrangement (LOA must be attached in a single check arrangement)
- MPB option implementation date
- Type of Service
- Elimination of common minutes

[3] The term segment as used herein denotes the part of a circuit segment between two offices (i.e., hub or serving wire center) and is not necessarily synonymous with a circuit segment as defined by the Field Identified (FID) SGN.

5.3.2 IXC Provider Notification

Each provider will notify other providers, on a one-time basis*, of Interexchange Carriers who have direct connections to the providers' network. The notification requirement applies to the initial MPB implementation between the providers. Information will include the following data elements:

- IXC Name
- IXC Billing Address
- IXC Billing Contact Telephone Number
- IXC Type of Service
- IXC ACTL
- IXC CIC

*It is the responsibility of the IXC to notify (e.g. ASR) the provider of any changes in their access services.

5.3.3 LEC Interconnection Provider Notification

Each provider will notify other providers, on a one-time basis, of other LEC Interconnectors who have purchased unbundled services or have direct connections to the providers' network. * The notification requirement applies to the initial MPB implementation between the providers. Information will include the following data elements:

- Company code
- Type of provider (e.g. CLEC, CMRS, LEC, ULEC)
- CIC (if applicable)
- Company Name
- Company Address
- Company Contact Person
- Company Contact Telephone Number or FAX Number
- MPB options
- Service Date

*It is the responsibility of the existing LEC initiating any change impacting billing to their interconnection service to notify all other providers with whom they directly interconnect. Other providers have the responsibility to pass LEC interconnection notification information of companies who have purchased unbundled services or are directly interconnected with them so that the LECs can complete their customer notification process.

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6. USAGE AND DATA EXCHANGE

6.1 General

Providers may bill directly from their recordings. For Usage-Sensitive services under MPB, the exchange of usage data among providers, where recording capabilities do not exist, plays a critical role in providing the customer with an accurate, timely, and auditable bill. Various providers can be involved in recording the usage data for a single End Office location depending on the network architecture, type of office, type of service, and type of traffic. Regardless of the MPB option selected and where contractual relationships exist, the detailed usage records should be passed to the other provider(s) to process. Each provider is responsible to apply factors where appropriate and produce billable usage information. See Section 14 for usage applications involving ULECs.

When providers do not have detailed recordings available for billing the IXC, the official recording company will provide the detailed usage record based on contractual relationships.

The official recording company is defined as the following:

1. The end office company for originating traffic
2. The end office company for terminating direct routed traffic
3. The tandem company for terminating tandem routed traffic
4. The SSP company for originating 800 traffic

For local/intraLATA toll/wireless, each company generates their official recording. However, for 800 traffic, the SSP office owner is the official recording company.

6.2 Paper Exchange

Until conversion to billing non-common minutes of use between providers is implemented see Issue 6, Section 6.2 of the MECAB document.

6.3 Mechanized Usage Exchange

The ATIS Exchange Message Interface (EMI) document provides mechanized record formats that can be used to exchange usage information among providers. Category *11-0X* series Access Usage Records (AURs) are used to exchange detailed usage information when recording capabilities do not exist and the provider has contractual relationships for receipt of their records with another provider. These records are forwarded on a daily basis or any other agreed upon timeline. Usage data should be validated by the receiving provider, to ensure accuracy.

6.3.1 Return Codes

Instances may exist where usage data received from the provider is inaccurate or incomplete. In these cases, the data may be returned by the receiving company. The EMI document (Section 4) has a list of valid return codes and valid values for Indicator 3.

While "00" and "09" are valid return code values, companies are encouraged to use more descriptive return code values.

Guidelines for returning data to the provider are as follows:

1. If all data on the medium (e.g. tape, FTP, CDROM, etc.) is in error, Indicator 3 and a return code value must be populated on each record when returning to the provider. In lieu of populating a return code on each erred record, companies may negotiate an alternate method of return.
2. If any portion of the data on the medium (e.g. tape, FTP, CDROM, etc.) is in error, Indicator 3 and a return code value must be populated on each record.

   Only the erred records should be returned to the provider.
3. Companies should strive to return inaccurate or incomplete records within 10 business days, but no later than 45 calendar days, from date of receipt.

Upon receipt of returned records, the provider will investigate, correct and re-send the data, as applicable, in a timely manner.

6.4 Data Exchange

6.4.1 Single Bill Option

Providers must exchange data for all Single Bill alternatives. The Single Bill data elements that are exchanged depend on the Single Bill option selected. A list of potential elements to be exchanged is available in Section 10 - Provider Data Exchange Elements.

6.4.2 Multiple Bill Option

In addition to usage exchange when required, it is necessary to exchange certain other data elements among the involved providers. Some of these items are dependent on individual circumstances and can include, but are not limited to the following items:

1. Service Orders
2. Customer Service Records (CSRs)
3. Bills
4. Originating Office Tape Identity (OTID)
5. Percent Traffic Routed (PTR)
6. Trunk Group Number (TGN)
7. Percent Direct Routed (PDR)

6.5 Usage Diagrams

The following diagrams pertain to LEC interconnection and customer notification, record exchange and bill verification in a facility-based environment.

While the industry recognizes that settlement plans between LECs are used, these are state or contract specific and are not included in the MECAB guidelines.

Current meet-point billing arrangements may exist where the tandem company is also the bill rendering company. Contracts may need to be renegotiated so that all participating companies consent to one or more compatible billing arrangements in a facility-based environment.

Until the industry has resolved OBF Billing Issue 1182, which is the identity of all entities from originating to terminating point, it may not be possible to identify all facility-based providers. Companies that do not record need to make the applicable negotiations to obtain the records needed for them to render bills or perform bill verification.

Due to the inconsistencies in where companies perform recordings, these diagrams do not reflect a designated point of recording for LEC to LEC traffic. Companies that do not record need to negotiate a process to obtain the records needed for them to render bills or perform bill verification.

For IXC originating traffic, the originating end office switch generates the official record for billing. For IXC terminating traffic, the first point of switching into the LEC network (tandem, end office, or MSC switch) generates the official record for billing. For originating 800/8XX traffic the SSP switch generates the official record for billing.

6.5.1 Originating Local/IntraMTA and IntraLATA Toll (2 LECs)

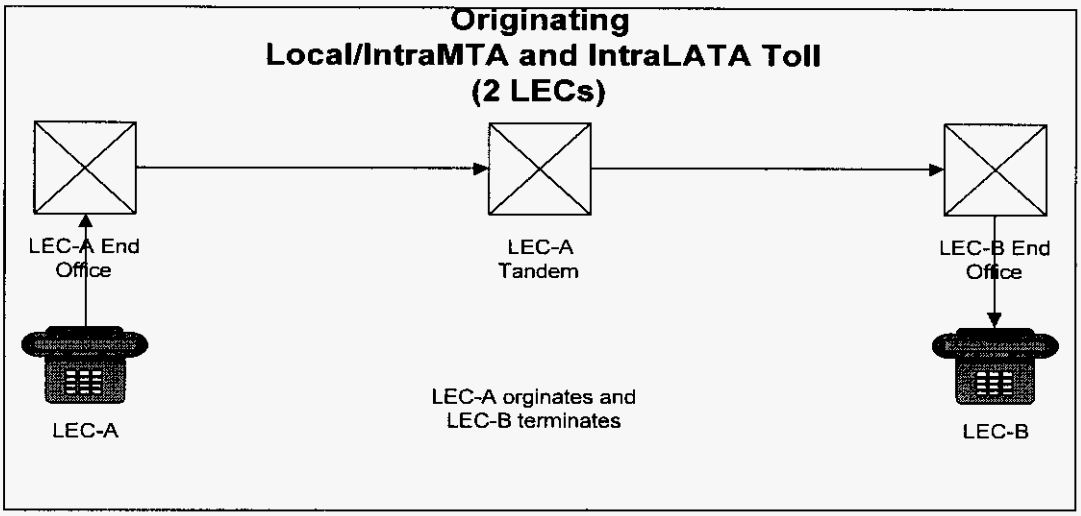

Figure 6-1 - Originating local/intraMTA and intraLATA toll from one LEC to another LEC

Notification Information
No notification process is needed since interconnection exists between the two companies

Record Exchange
Record exchange will not be required, therefore, each company should use their own recording for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (i.e. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The record generated by LEC-A will handle the verification requirements.

Footnote 1: IntraLATA local and toll jurisdictions may be defined differently between LECs.
Footnote 2: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.2 Terminating Local/IntraMTA and IntraLATA Toll (2 LECs)

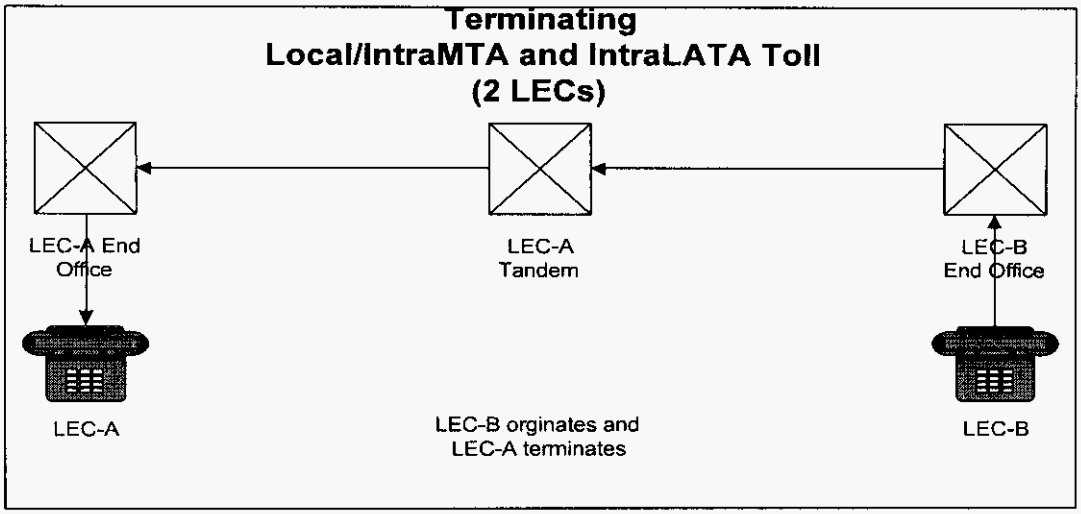

Figure 6-2 - Terminating local/intraMTA and intraLATA toll from one LEC to another LEC

Notification Information
No notification process is needed since interconnection exists between the two companies.

Record Exchange
Record exchange will not be required, therefore, each company should use their own recording for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings, where compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The record generated by LEC-B will handle the verification requirements. When other methods of compensation exist, LEC-B will provide the T/O ratio, flat rate, etc., to LEC-A.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.3 Originating Local/IntraMATA and IntraLATA Toll (3 LECs)

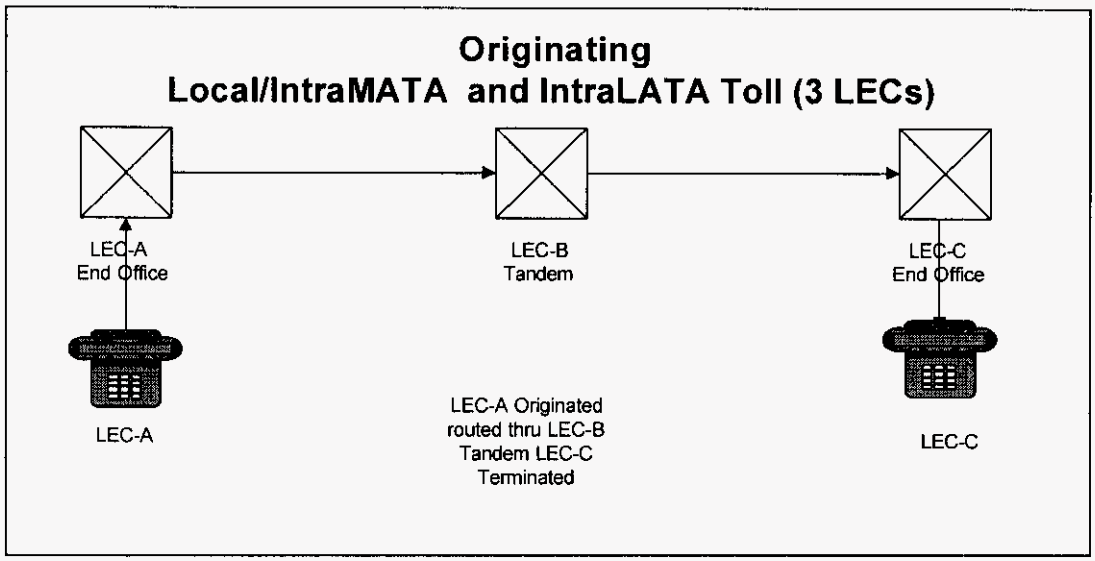

Figure 6-3 - Originating local/intraMTA and intraLATA Toll from one LEC to another LEC through a 3rd LEC' tandem

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. In addition, customer notification would be required by LEC-C to LEC-A and LEC-B to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will not be required. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records for billing.

In lieu of recordings where compensation does exist, alternate methods and associated data (i.e. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the notification information received from LEC-B and LEC-C will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B) and termination charges (LEC-C).

LEC-B may have their switch records to validate any billing they may receive from LEC-C.

Companies who do not have recordings may have contractual relationships for receipt of their records for verification.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.4 Terminating Local/IntraMTA and IntraLATA Toll (3 LECs)

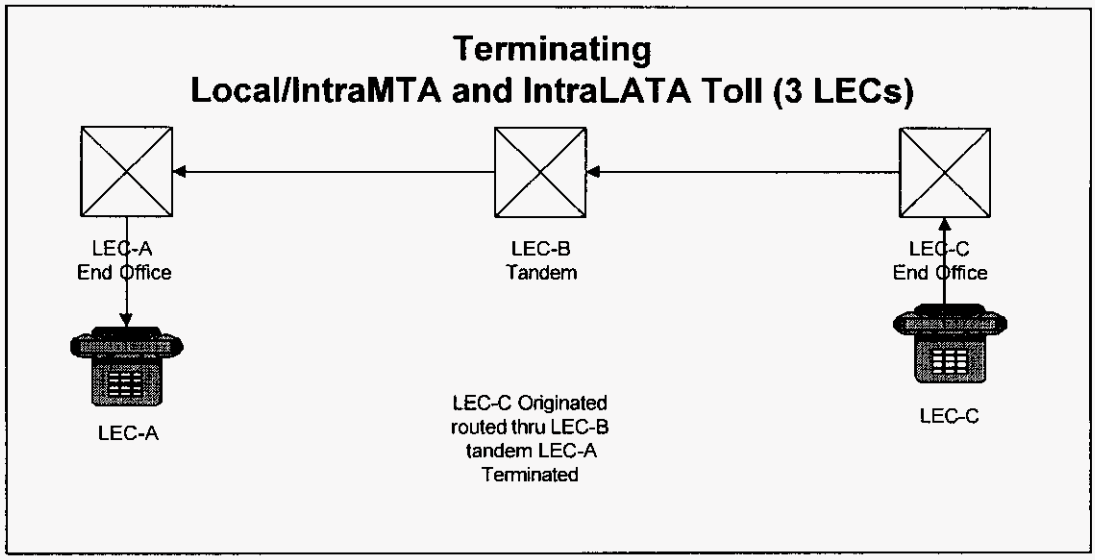

Figure 6-4 - Terminating local/intraMTA and intraLATA toll from one LEC to another LEC through a 3rd LECs' tandem

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. In addition, customer notification would be required by LEC-A to LEC-C and LEC-B to LEC-C. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will not be required. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (i.e. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-C and the notification information received from LEC-B and LEC-A will fulfill the verification requirements for LEC-C. Verification may include billing for transit charges (LEC-B) and termination charges (LEC-A).

LEC-B may have their switch records to validate any billing they may receive from LEC-A.

Companies who do not have recordings may have contractual relationships for receipt of their records.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.5 Originating Local/IntraMTA and IntraLATA Toll (4 LECs)

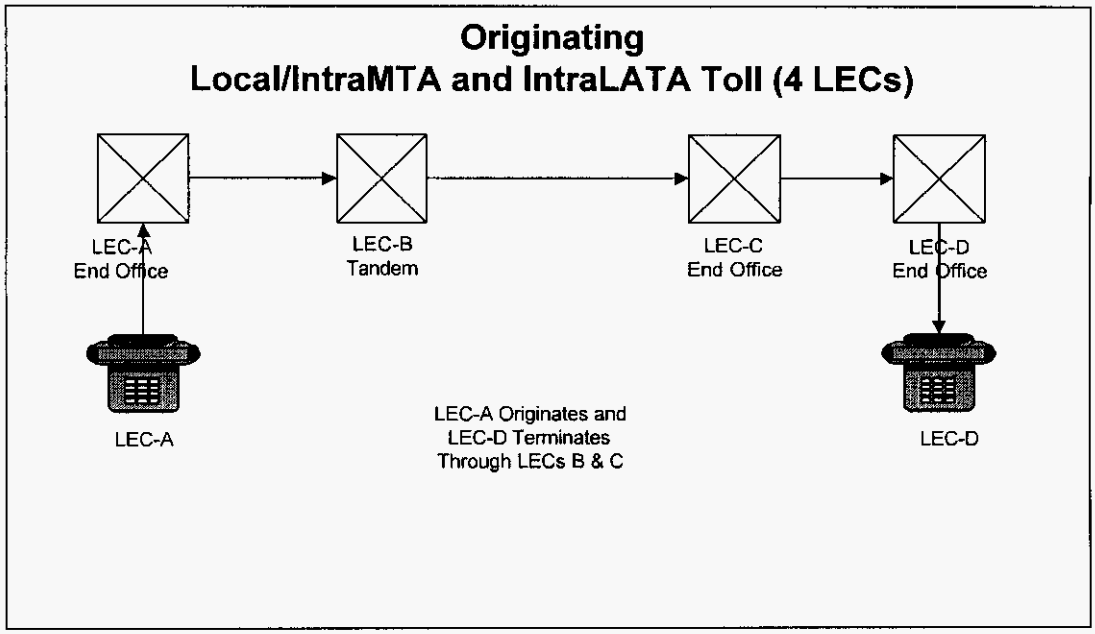

Figure 6-5 - Originating local/intraMTA and intraLATA toll from one LEC through 2 other LECs terminating to a 4th LEC

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. LEC-C will provide LEC interconnection notification information to LEC-B and LEC-D. In addition, customer notification would be required by LEC-B to LEC-A, LEC-D to LEC-A and LEC-C to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will not be required. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the customer notification information received from LEC-B and LEC-D will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B and LEC-C) and termination charges (LEC-D).

LEC-C may have their switch records to validate any billing they may receive from LEC-D.

Companies who do not have recordings may have contractual relationships for receipt of their records.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.6 Terminating Local/IntraMTA and IntraLATA Toll (4 LECs)

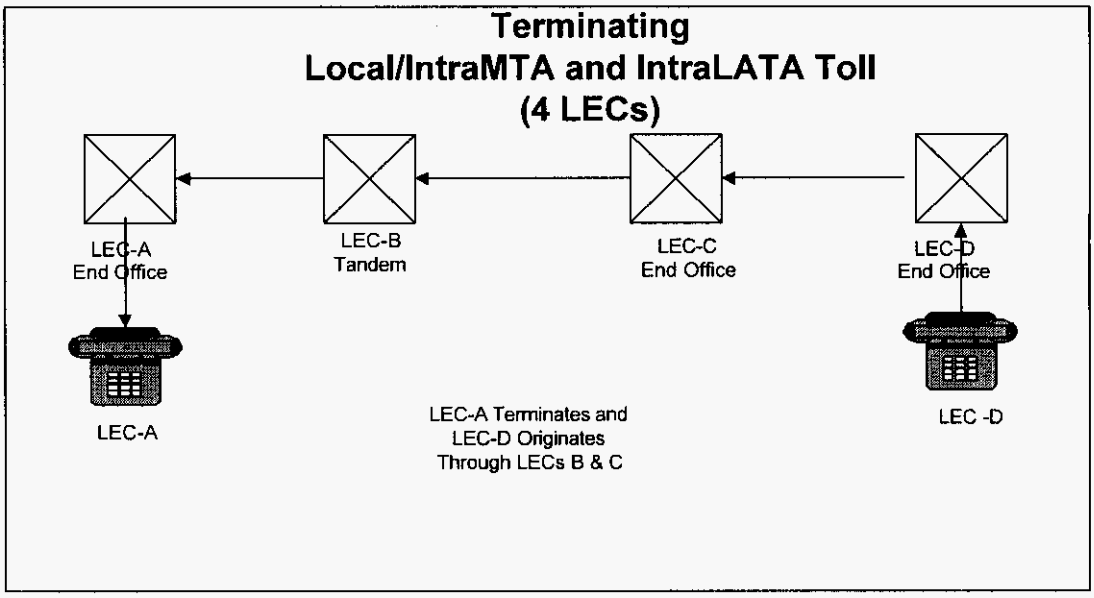

Figure 6-6 - Terminating local/intraMTA and intraLATA toll to one LEC through 2 other LECs originating from a 4th LEC.

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. LEC-C will provide LEC interconnection notification information to LEC-B and LEC-D. In addition, customer notification would be required by LEC-B to LEC-D, LEC-A to LEC-D and LEC-C to LEC-D. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will not be required. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-D and the customer notification information received from LEC-C and LEC-A will fulfill the verification requirements for LEC-D. Verification may include billing for transit charges (LEC-B and LEC-C) and termination charges (LEC-A).

LEC-B and LEC-C may have their switch records to validate any billing they may receive from LEC-A.

Companies who do not have recordings may have contractual relationships for receipt of their records.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.7 Originating Access – Intra/Interstate

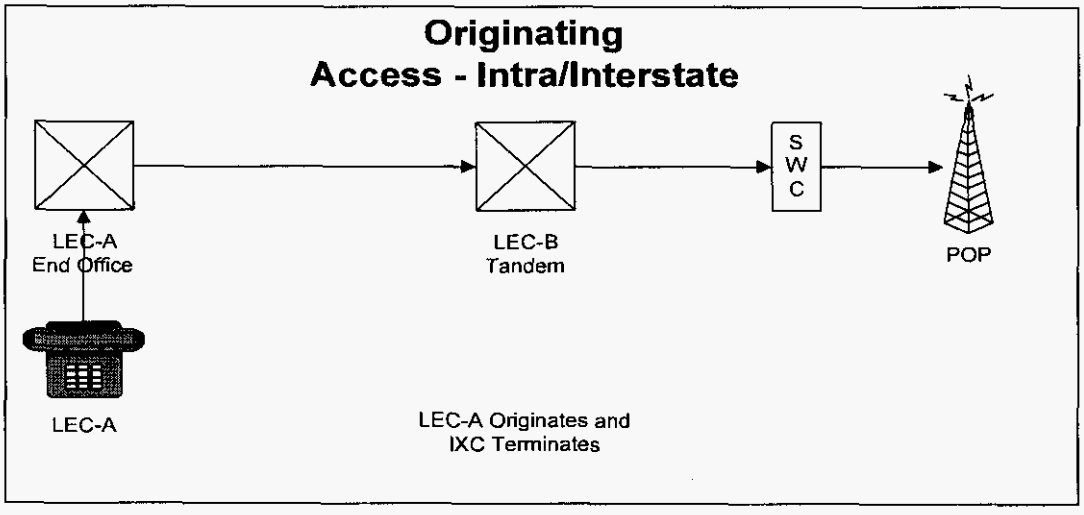

Figure 6-7 - Originating access from a LEC to an IXC through another LEC

Notification Information
Both LECs will provide customer notification information to the IXC in accordance with Section 5.

Record Exchange
For a single bill option, when LEC-A is the bill rendering company, they will use their recordings to bill the IXC. When LEC-B is the bill rendering company to the IXC, LEC-A may provide the access record to LEC-B.

For a multiple bill option, LEC-A will use their recordings to bill their portion of access to the IXC. LEC-A may provide the access record to LEC-B for them to bill their portion of access to the IXC. Companies that do not have recordings may have contractual relationships for receipt of their records.

For additional information on billing options, refer to Section 4 of this document.

Bill Verification
The IXC has their recordings and the customer notification information to handle their verification requirements.

Footnote 1: When 2 PIC exists for intraLATA traffic, the process outlined in this diagram will apply.
Footnote 2: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.8 Terminating Access – Intra/Interstate

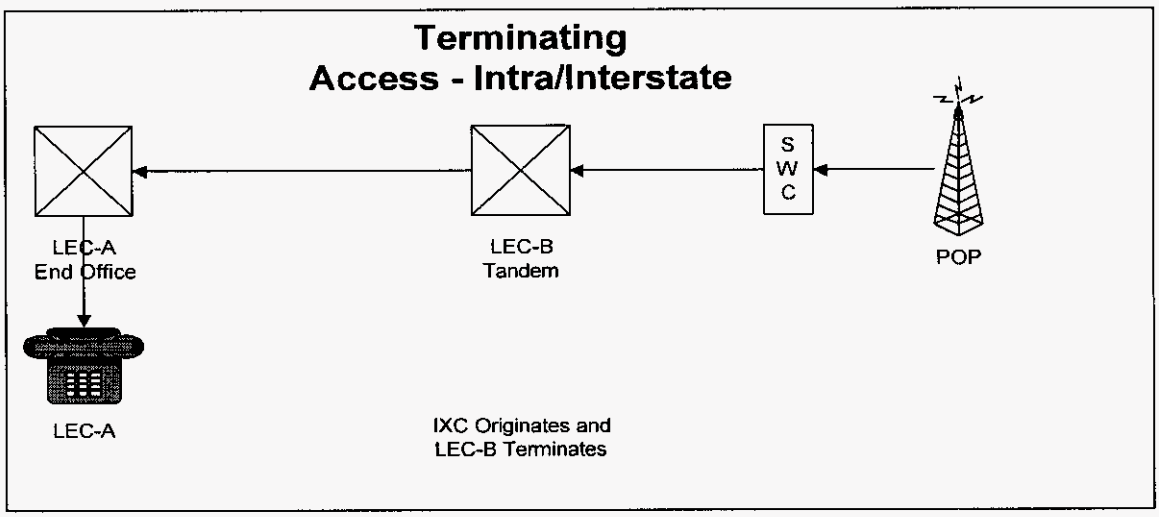

Figure 6-8 - Terminating access from an IXC to a LEC through another LEC

Notification Information
Both LECs will provide customer notification information to the IXC in accordance with Section 5.

Record Exchange
For a single bill option, when LEC-A is the bill rendering company, LEC-B will provide an access record to LEC-A to bill the IXC. When LEC-B is the bill rendering company, they will use their recordings to bill the IXC.

For a multiple bill option, LEC-B will use their recordings to bill their portion of access to the IXC. LEC-B will provide the access record to LEC-A for them to bill their portion of access to the IXC.

For additional information on billing options, refer to Section 4 of this document.

Bill Verification
The IXC has their recordings and the customer notification information to handle their verification requirements.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.9 Originating 800/8XX (2 LECs)

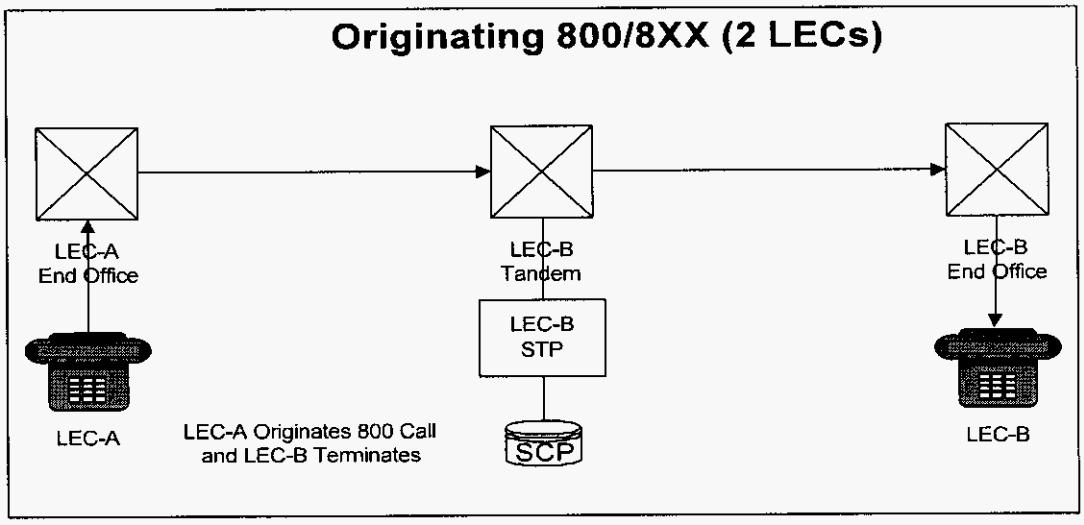

Figure 6-9 - Originating 800 from a LEC to another LEC 800 provider (originating end office does not have SSP functionality)

Notification Information
No notification process is needed since interconnection exists between the two companies.

Record Exchange
It is assumed that the originating SSP office company (LEC-B) would be accountable for generation and retention of the end user record unless negotiations dictate otherwise.

When compensation does not exist, no access record is provided from LEC-B to LEC-A.

When compensation does exist, LEC-B will provide LEC-A with an access record.

Bill Verification
LEC-B has their recordings to validate any billing they receive.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.10 Originating 800/8XX (3 LECs)

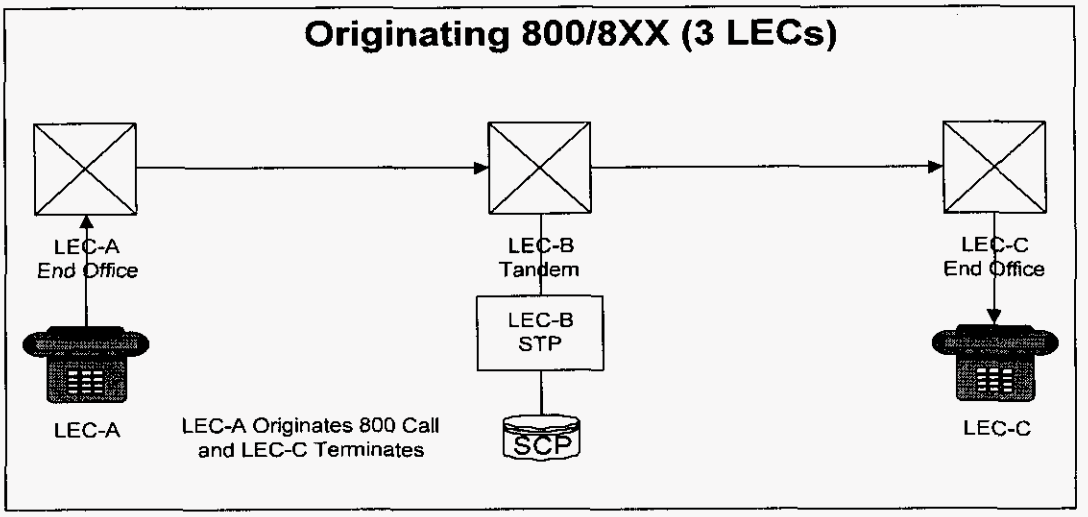

Figure 6-10 - Originating 800 from one LEC through another LEC's tandem, terminating to a 3rd LEC (originating end office does not have SSP functionality)

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to the LEC-A and LEC-C. In addition, customer notification would be required by LEC-A to LEC-C and LEC-B to LEC-C. These notifications will be in accordance with Section 5.

Record Exchange
It is assumed that the originating SSP office company (LEC-B) would be accountable for generation and transmission of the end user record to the 800 providing company (LEC-C), however, negotiations may dictate otherwise.

LEC-B will pass the access record to LEC-A to bill LEC-C. LEC-B may also use the access record to bill transit charges to LEC-C.

Bill Verification
LEC-C has the end user record and the customer notification information to validate any billing. LEC-C may also generate a terminating recording that could be used for verification.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.11 Originating 800/8XX (2 LECs)

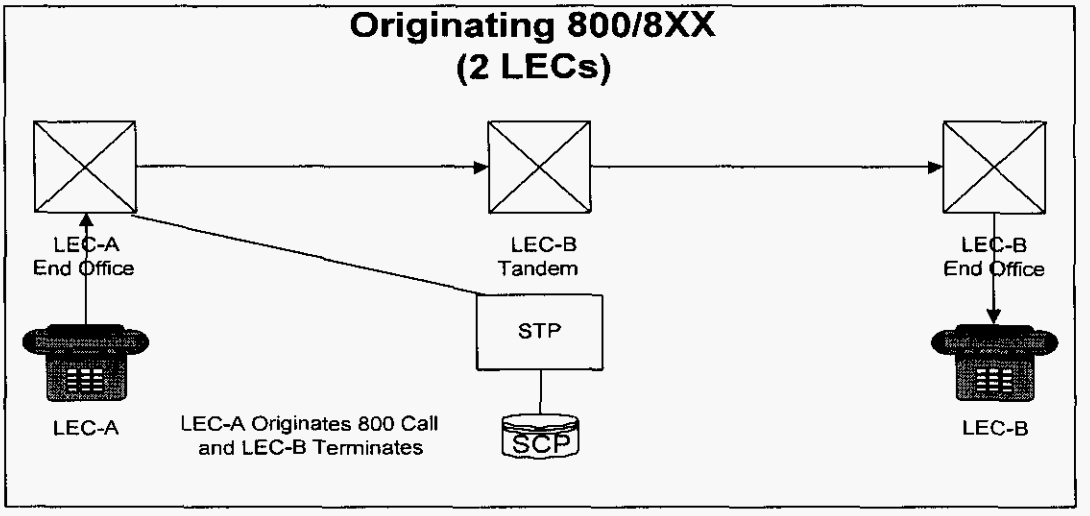

Figure 6-11 - *Originating 800 to a LEC (Terminating LEC is the 800 service provider and the originating end office has SSP functionality)*

Notification Information
No notification process is needed since interconnection exists between the two companies.

Record Exchange
LEC-A will generate an end user record. LEC-A will pass this record to LEC-B.

LEC-A will use their recordings to bill LEC-B.

Bill Verification
LEC-B has the end user record to validate any billing. LEC-B may also generate a terminating recording that could be used for verification.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP

6.5.12 Originating 800/8XX Intra/Interstate – IXC Provided

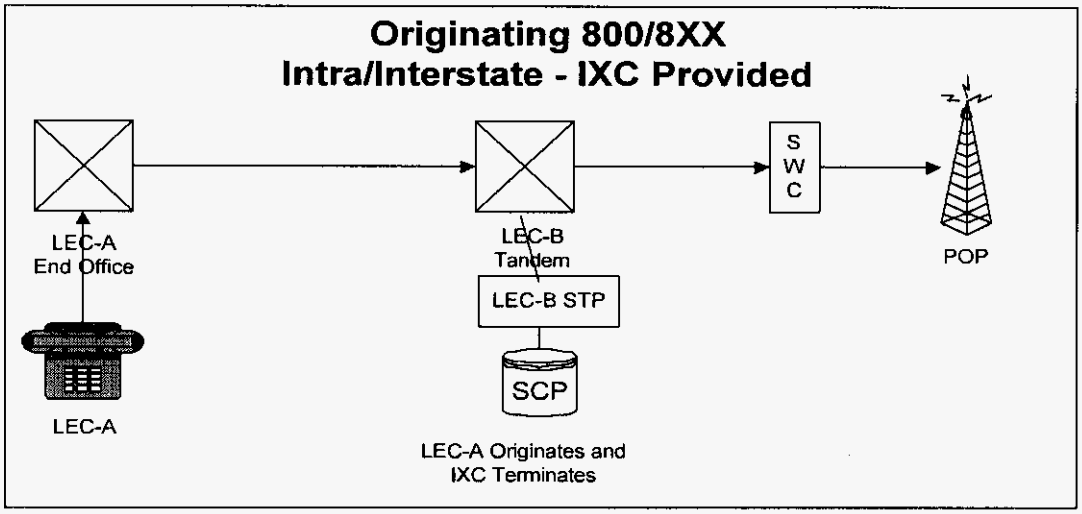

Figure 6-12 - Originating 800 from a LEC to an IXC behind another LEC (The LEC tandem company is providing SSP functionality.)

Notification Information
Both LECs will provide the customer notification information to the IXC in accordance with Section 5.

Record Exchange
There are no end user records generated by the LECs.

LEC-B will provide LEC-A with an access record. LEC-B will retain a copy of this record for billing.

For a single bill option, when LEC-A is the bill rendering company, they will use the access record provided by LEC-B to bill the IXC. When LEC-B is the bill rendering company they will use their access record to bill the IXC.

For multiple bill option, LEC-A will use the access record provided by LEC-B to bill their portion of access to the IXC. LEC-B will use their access record to bill their portion of access to the IXC.

For additional information on billing options, refer to Section 4 of this document.

Bill Verification
The IXC will have their records and the customer notification information to handle their verification requirements.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.13 Originating 800/8XX Intra/Interstate – IXC Provided

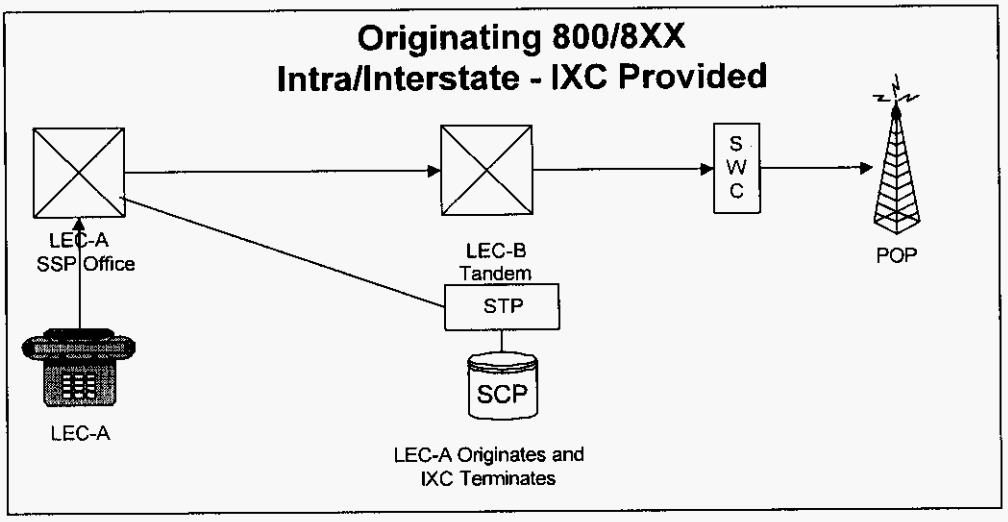

Figure 6-13 - Originating 800 from a LEC to an IXC behind another LEC (The end office company has SSP functionality.)

Notification Information
Both LECs will provide the customer notification information to the IXC in accordance with Section 5.

Record Exchange
There are no end user records generated by the LECs.

LEC-A will generate the access record.

For a single bill option, when LEC-A is the bill rendering company, they will use the access record to bill the IXC. When LEC-B is the bill rendering company, LEC-A must provide the access record to LEC-B in order to bill the IXC.

For a multiple bill option, LEC-A will use their recordings to bill their portion of access to the IXC. LEC-A must provide the access record to LEC-B for them to bill their portion of access to the IXC.

For additional information on billing options, refer to Section 4 of this document.

Bill Verification
The IXC will have their records and the customer notification information to handle their verification requirements.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

6.5.14 Originating Local and IntraLATA Toll

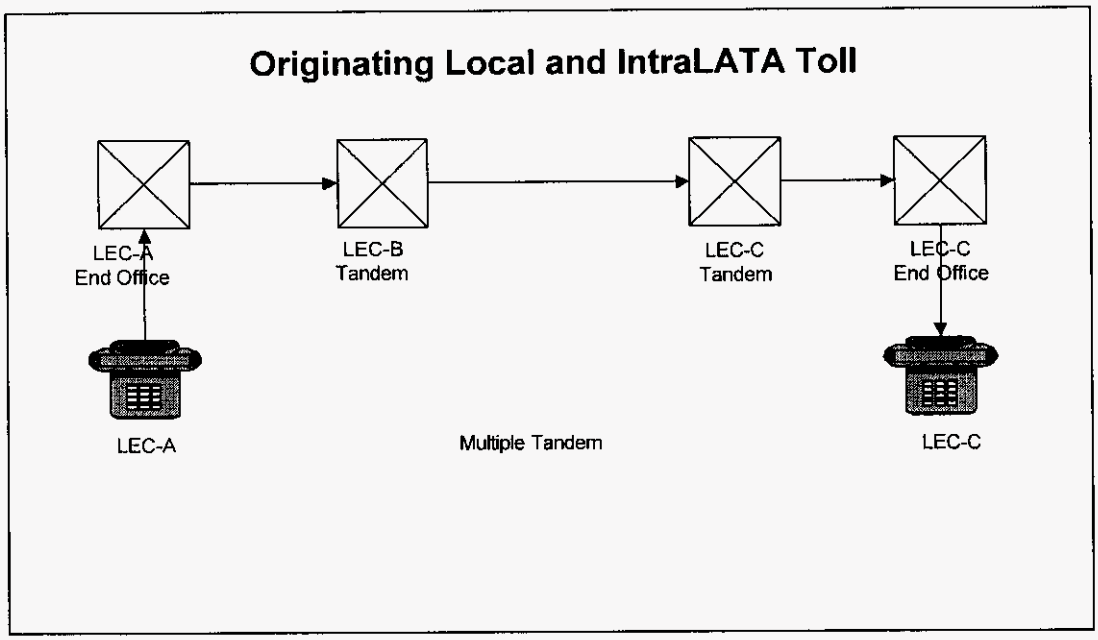

Figure 6-14 - Common trunk group between access tandems (this is a FGC inter-toll trunk)

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. LEC-B and LEC-C will send customer notification to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will not be required. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the customer notification information received from LEC-B and LEC-C will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B), and termination charges (LEC-C).

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.15 Terminating Local and IntraLATA Toll

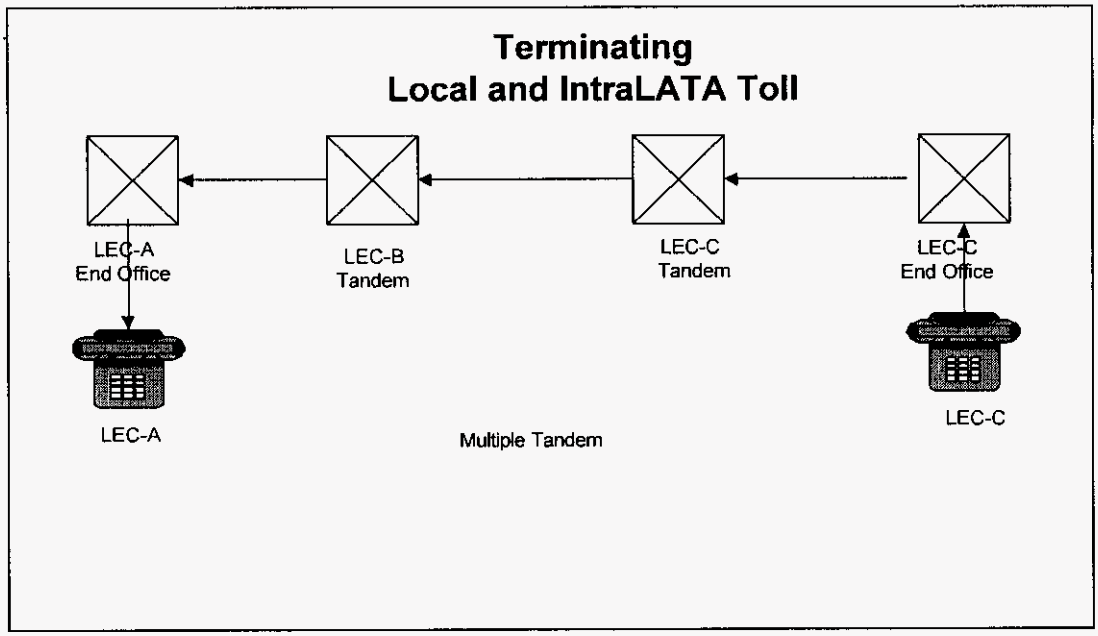

Figure 6-15 - Common trunk group between access tandems (this is a FGC inter-toll trunk)

Notification Information
The LEC-B tandem owner will provide the interconnection information to LEC-A and LEC-C. In addition, customer notification would be required by LEC-A and LEC-B to LEC-C. These notifications will be in accordance with Section 5.

Record Exchange
In a tandem-to-tandem, single trunk arrangement, record exchange will be required from LEC-C to LEC-B. LEC-A should have their own recording.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-C and the customer notification information received from LEC-B and LEC-A will fulfill the verification requirements for LEC-C. Verification may include billing for transit charges (LEC-B) and termination charges (LEC-A).

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.16 Originating Local and IntraLATA Toll

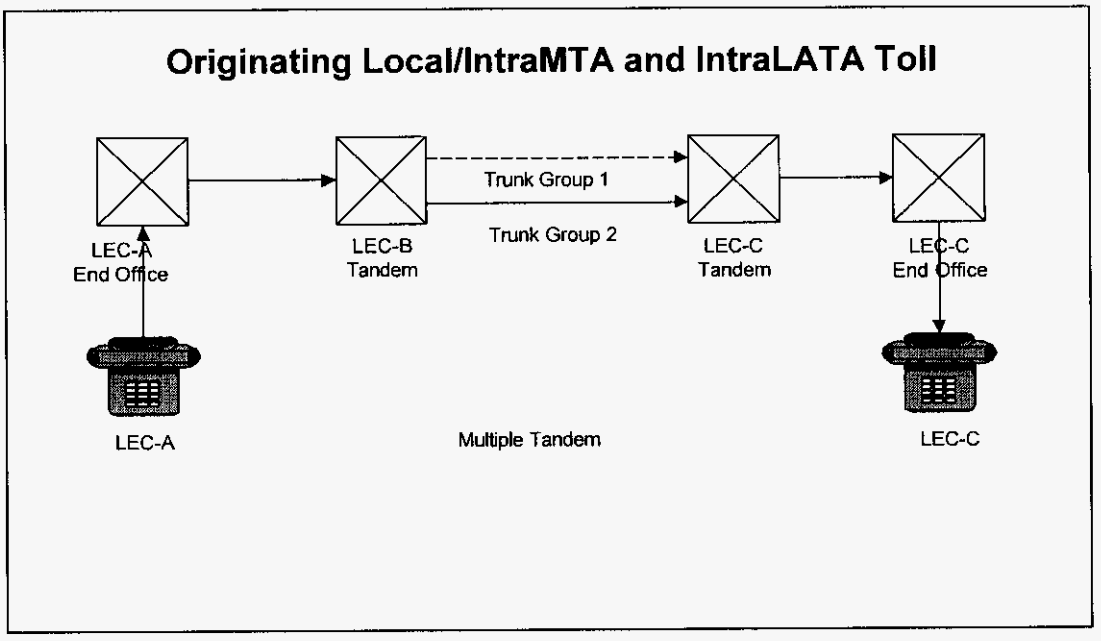

Figure 6-16 - Multiple trunk groups between tandems. Trunk group 1 is LEC-B to LEC-C traffic only (for this diagram Trunk group 1 is not used). Trunk group 2 is FGD/ATC recording trunk group for all other LEC traffic (LEC-A to LEC-C).

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. LEC-B and LEC-C will send customer notification to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange is not required between LEC-B and LEC-C because LEC-C has their own end office recording. When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the customer notification information received from LEC-B and LEC-C will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B), and termination charges (LEC-C).

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.17 Terminating Local and IntraLATA Toll

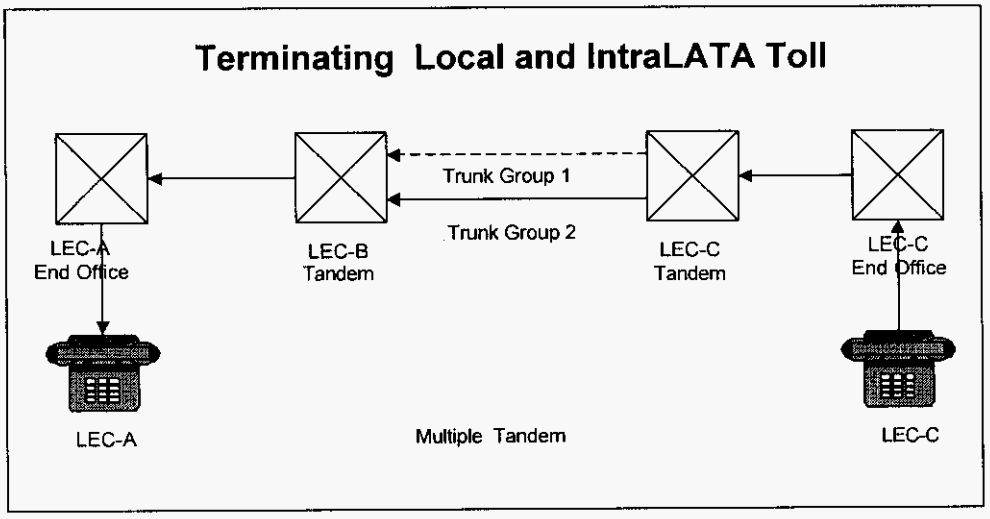

Figure 6-17 - Terminating Local and IntraLATA Toll. Multiple trunk groups between access tandems. Trunk group 1 is LEC-C to LEC-B common group, trunk group 2 is a FGD/ATC recording trunk group for all other LEC traffic (not used in this diagram).

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. In addition, customer notification would be required by LEC-A and LEC-B to LEC-C. These notifications will be in accordance with Section 5.

Record Exchange
In a tandem to tandem, multi trunk arrangement, record exchange will not be required from LEC-C to LEC-B because LEC-B knows that all traffic is from LEC-C. LEC-A should have their own recordings.

When compensation does exist, each company should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-C and the customer notification information received from LEC-B and LEC-A will fulfill the verification requirements for LEC-C. Verification may include billing for transit charges (LEC-B) and termination charges (LEC-A).

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.18 Originating Local and IntraLATA Toll

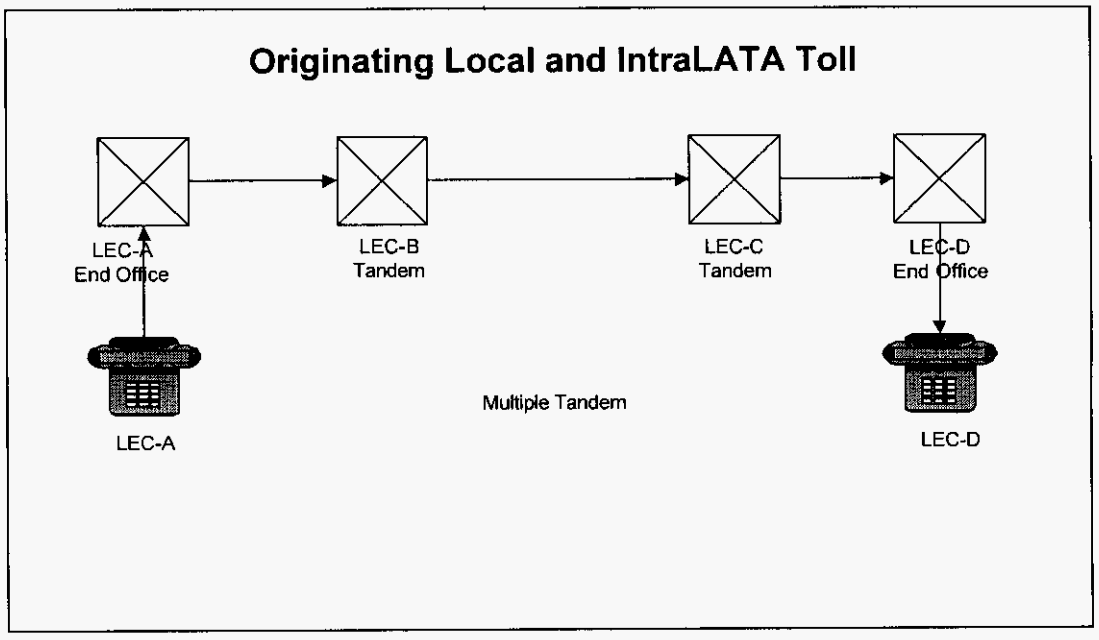

Figure 6-18 - Common trunk group between access tandems (this is a FGC inter-toll trunk)

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. The LEC-C tandem owner will provide LEC interconnection notification information to LEC-B and LEC-D. LEC-B, LEC-C and LEC-D will send customer notification to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will be required from LEC-B to LEC-C. When compensation does exist, LEC-A, LEC-B and LEC-D should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the customer notification information received from LEC-B and LEC-D will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B and LEC-C), and termination charges (LEC-D).

LEC-C may have their switch records to validate any billing they receive from LEC-D.

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.19 Terminating Local and IntraLATA Toll

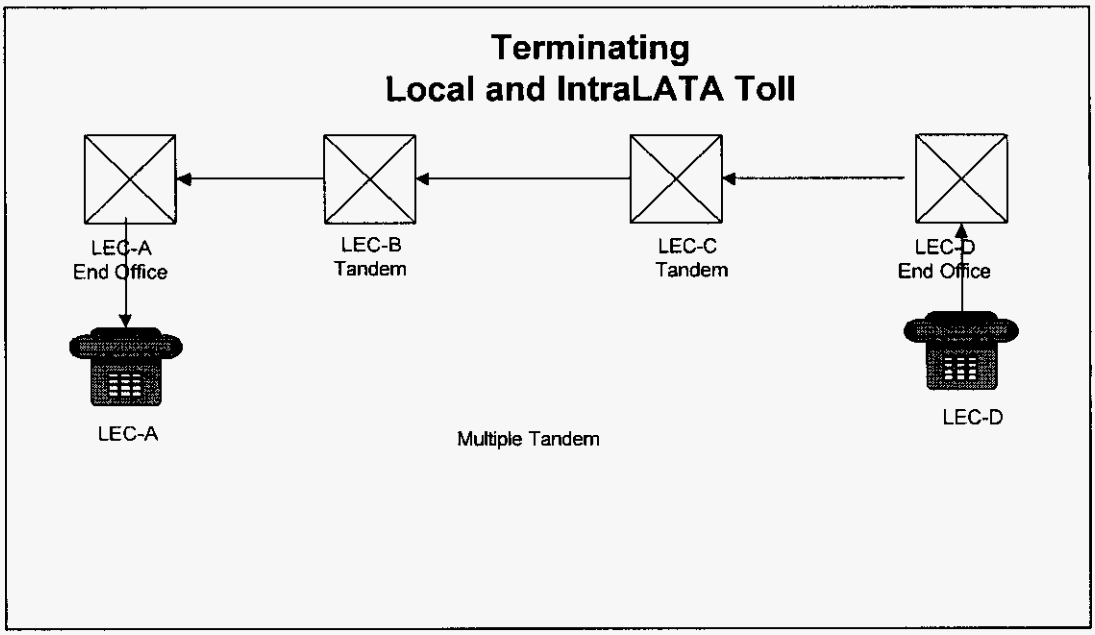

Figure 6-19 - Common trunk group between access tandems (this is a FGC inter-toll trunk)

Notification Information
The LEC-C tandem owner will provide the interconnection information to LEC-B and LEC-D. The LEC-B tandem owner will provide the interconnection information to LEC-A and LEC-C. In addition, customer notification would be required from LEC-A, LEC-B and LEC-C to LEC-D. These notifications will be in accordance with Section 5.

Record Exchange
In a tandem to tandem, single trunk arrangement, record exchange will be required from LEC-C to LEC-B. LEC-A, LEC-C and LEC-D should have their own recordings.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-D and the customer notification information received from LEC-A, LEC-B and LEC-C will fulfill the verification requirements for LEC-D. Verification may include billing for transit charges (LEC-B and LEC-C) and termination charges (LEC-A).

LEC-B and LEC-C may have their switch records to validate any billing they may receive from LEC-A.

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.20 Originating Local/IntraMTA and IntraLATA Toll

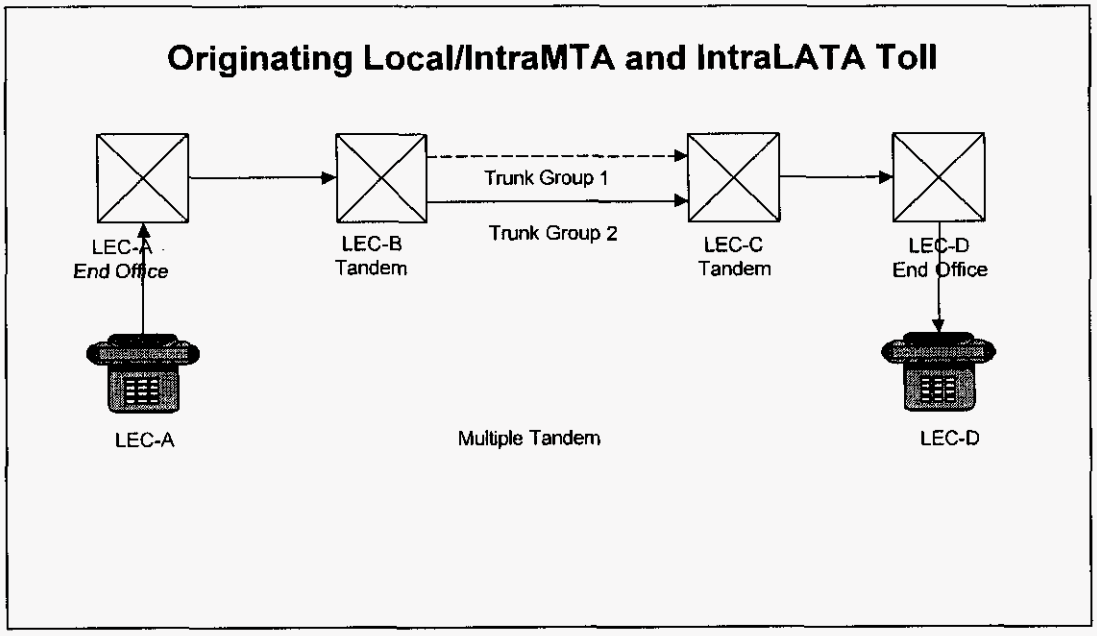

Figure 6-20 – Multiple trunk groups between tandems. Trunk group 1 is LEC-B to LEC-C traffic only (for this diagram Trunk group 1 is not used). Trunk group 2 is FGD/ATC recording trunk group for all other LEC traffic (LEC-A to LEC-C or LEC-D).

Notification Information
The LEC-B tandem owner will provide LEC interconnection notification information to LEC-A and LEC-C. LEC-C will provide LEC interconnection notification information to LEC-B and LEC-D. In addition, LEC-B, LEC-C and LEC-D will send customer notification to LEC-A. These notifications will be in accordance with Section 5.

Record Exchange
Record exchange will be required from LEC-B to LEC-C. When compensation does exist, LEC-A, LEC-B and LEC-D should use their own recordings for billing.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-A and the customer notification information received from LEC-B, LEC-C and LEC-D will fulfill the verification requirements for LEC-A. Verification may include billing for transit charges (LEC-B and LEC-C), and termination charges (LEC-D).

LEC-C may have their switch records to validate any billing they may receive from LEC-D.

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.5.21 Terminating Local/IntraMTA and IntraLATA Toll

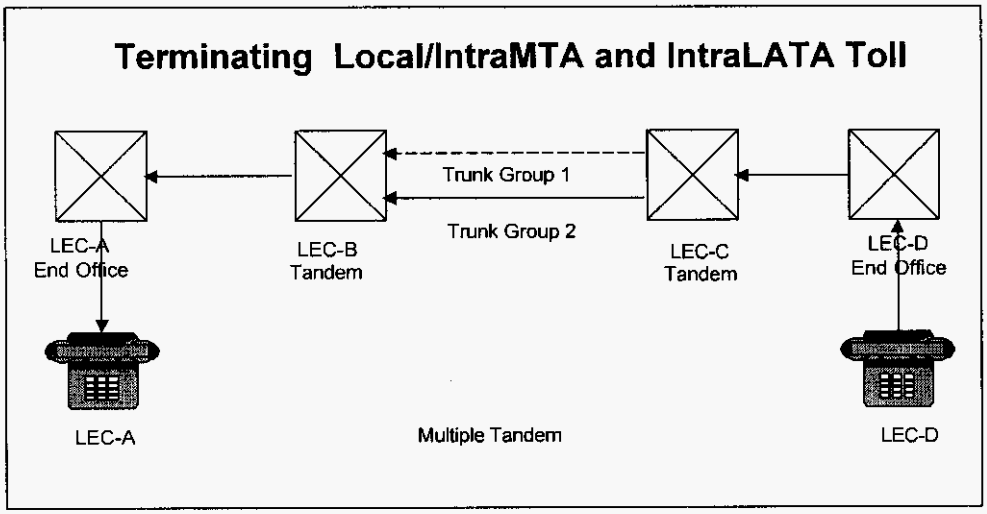

Figure 6-21- Terminating Local and IntraLATA Toll. Multiple trunk groups between tandems. Trunk group 1 is LEC-C to LEC-B common group (not used in this diagram). Trunk group 2 is a FGD/ATC recording trunk group for all other LEC traffic (LEC-D to LEC-B or LEC-A).

Notification Information
The LEC-C tandem owner will provide the interconnection information to LEC-B and LEC-D. The LEC-B tandem owner will provide the interconnection information to LEC-A and LEC-C. In addition, customer notification would be required from LEC-A, LEC-B and LEC-C to LEC-D. These notifications will be in accordance with Section 5.

Record Exchange
In a tandem to tandem, multi-trunk arrangement, record exchange will be required from LEC-C to LEC-B because LEC-B cannot identify LEC-D traffic. LEC-A, LEC-C and LEC-D should have their own recordings.

Companies who do not have recordings may have contractual relationships for receipt of records.

In lieu of recordings where compensation does exist, alternate methods and associated data (e.g. T/O ratio, flat rate, etc.) may be developed and shared between companies.

Bill Verification
The originating record generated by LEC-D and the customer notification information received from LEC-A, LEC-B and LEC-C will fulfill the verification requirements for LEC-D. Verification may include billing for transit charges (LEC-B and LEC-C) and termination charges (LEC-A).

LEC-B and LEC-C may have their switch records to validate any billing they may receive from LEC-A.

Companies who do not have recordings may have contractual relationships for receipt of their records.

6.6 800 Portability (Database Queries in a meet-point Environment)

The determination of billing responsibility for 800 database query charges is based on Provider-to-Provider negotiation.

When the end office and SSP are owned by different companies, positive confirmation of the end office owner as the billing company will be the "HD" (800 Series Query Charge Billing Location) indicator at the end office level as found in the NECA FCC No.4 Tariff section titled "Serving Wire Center V&H Coordinates".

When the SSP Company is the billing company, it will notify the customer of all companies it will bill for by NECA state level company code. When the same company owns the SSP and end office, no action is required.

In multiple SSP owner areas, when the SSP owner is billing, exceptions to normal billing policies will be reported as appropriate at the end office level. For Example: (see Figure 6-14)

> PROVIDER A has two end offices, which subtend PROVIDER B's SSP/AT. For query billing, end office No. 1 is routed to PROVIDER B's SSP, but end office No. 2 is routed to an SSP belonging to a third LEC (PROVIDER C). PROVIDER C will report end office No. 2 as an exception.
>
> PROVIDER B will report PROVIDER A at the NECA state company code level because it supports billing of other PROVIDER A end offices.

This is the long term billing solution for query billing where restrainers preclude the ability to implement. Long term is defined as (a) after the expiration of existing contracts and/or (b) after the alleviation of billing system constraints, which prohibit immediate implementation.

6.6.1 Multiple SSP Environment

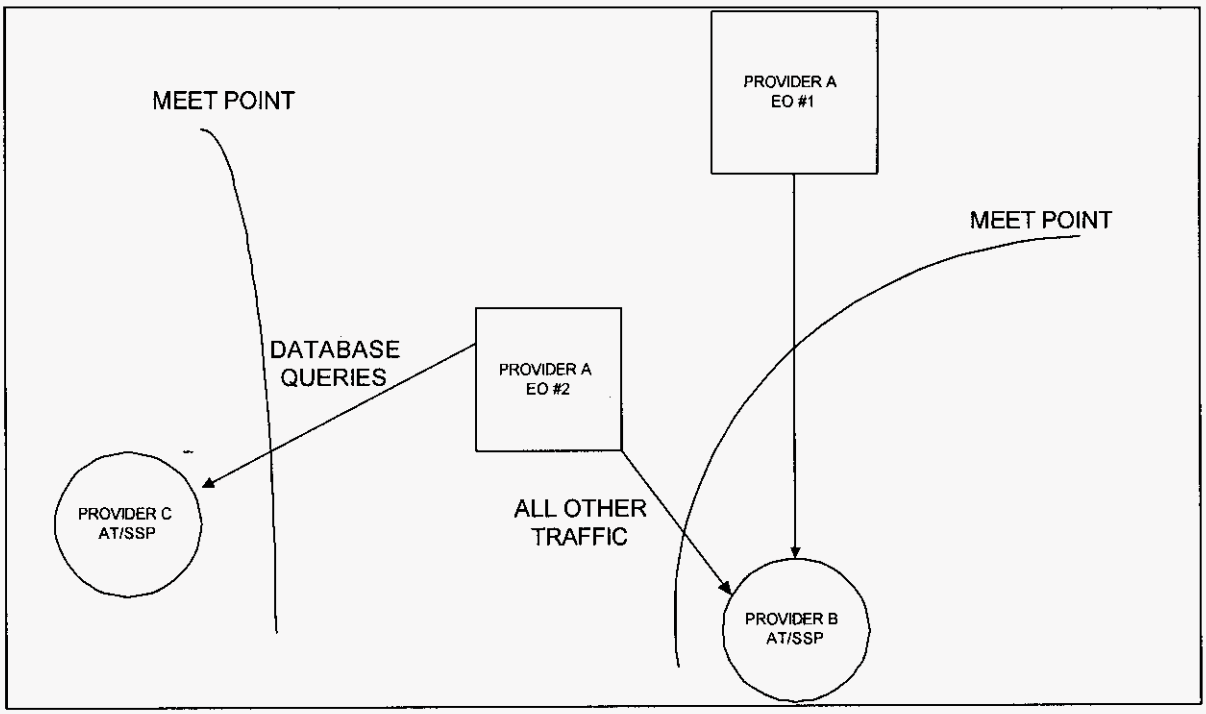

Figure 6-22 - Multiple SSP Environment

7. ADJUSTMENT PROCEDURES

7.1 General

Adjustments can be initiated by a customer or a provider. Situations involving multiple providers can require adjustment procedures by one or more of the providers involved. The billing company must provide applicable billing adjustment detail information, as addressed in CABS BOS or SECAB, whichever is appropriate. Where Provider-to-Provider billing occurs, procedures should be developed as discussed in Section 7.5.

7.2 Claims Resolution

When billing claims cannot be resolved through normal channels, the dispute process outlined in the contract or appropriate tariffs should be followed.

7.3 Single Bill Option

Billing inquiries are made to the billing contact on the bill. The contact provider assumes responsibility for coordinating resolution of billing disputes. Specific adjustment procedures depend on the Single Bill alternative selected and the implementation agreements between providers. For Single Bill-Multiple Tariff, the billing company will identify the provider's charges being adjusted by company code.

7.4 Multiple Bill Option

Where Flat-Rated bills are issued, billing inquiries are made to the billing contact on the bill. When Usage-Sensitive bills are involved the customer's point of contact is the billing company whose bill is in dispute.

7.5 Multiple Bill Provider-to-Provider Adjustment Procedures

Many situations involving multiple providers may require adjustment procedures by one or more of the providers involved. Some examples follow:

1. Customer Dispute on Minutes of Use

   The customer should contact the billing company whose bill is in dispute. If an adjustment is made, a Customer Audit No. may be assigned to the case.

   When one provider is billing on behalf of another provider, adequate data is needed to administer and answer customer inquirers on the adjustment. Examples of data items for the calculation of the minutes of use adjustments may include:

   a. NPA-NXX
   b. Location ID (CLLI Code) of the End Office or the lead NPA-NXX
   c. CLLI Code of the serving wire center of the customer POI
   d. CLLI Code of the rating point (e.g., host, tandem)
   e. Total minutes and messages per adjustment from and through dates of usage
   f. Debit/Credit Indicator
   g. Customer Identification (e.g. CIC, OCN)
   h. Recording Point Identification (e.g. tandem, operator platform, end office)

i. Routing Method (i.e. direct or tandem)

j. Jurisdiction (e.g. local, interstate, intrastate/intraLATA)

k. Usage Type (e.g. originating 800, operator, terminating MTS)

l. Factors (e.g. PIU, PLU, BP)

Additional data items should be supplied for cross-reference on the providers' bill. Examples include:

a. Reason for the adjustment (Adjustment Phrase Code)

b. Customer audit number (if applicable)

2. Service Outage

In the event of customer service outage, adjustments for the service outage are in accordance with the provisions of the provider tariffs or contracts.

8. COMMON SERVICE IDENTIFICATION

8.1 General

A common service identification is the principal reference to each service regardless of the billing option. In the Single Bill option, a common service identifier is inherent. In a Multiple Bill environment, a common service identifier provides the essential parameter for correlating the separate bills. To ensure cross verification of bills under MPB, a provider common service identifier is necessary to cross-reference the separate billing media from each provider for the service. The OBF Multiple Exchange Carrier Ordering and Design Guidelines contain the common provider circuit identifier specifications.

8.1.1 Flat-Rated Service

A common provider circuit identifier is established for the services and is provided to the customer and all providers involved. This identifier is used to coordinate billing among providers and to associate the services being provided to the customer.

The OBF recommends that this common service identifier be established for ordering, design, installation and maintenance per the MECOD. If individual providers assign local circuit identifiers, providers must maintain a cross-reference file of the common service identifiers to communicate with other providers.

8.1.2 Usage-Sensitive Service

The CLLI code corresponding to the End Office provides an adequate common service identifier to be used for cross-referencing.

8.2 Customer Circuit Identifier

For Flat-Rated service, it is recommended that each provider accepts and retains the customer's non-edited, non-sorted circuit identifier number. This field can consist of any customer-specified combination of alpha and/or numeric characters with or without delimiters. The provider does not process the field, and the ASR/LSR will not be rejected based on the content or absence of the field. Any creation or change of customer circuit identifier is transmitted via an ASR/LSR.

The customer-provided circuit identifier is not intended to be the principle means of cross-referencing circuits. It is reflected by the providers in the bill media, to assist customers in bill verification.

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9. FGA SERVICES

9.1 Scope

This section reflects the billing arrangement for FGA/line side jointly provided services.

9.2 General

The industry consensus is that FGA services do not generally lend themselves to a meet-point Billing structure. This is because of the inordinate number of BPs required, the lack of End Office-specific call detail, and the multitude of routes available and providers involved because of LATA-wide termination.

9.3 Revenue Sharing Agreements

Non-MPB, through the use of revenue sharing arrangements, is the billing option recommended for jointly- provided FGA services. The Dial Tone Office (DTO) Company renders the bill for both originating and terminating usage. Provider-to-provider revenue sharing arrangements must be established.

In its MO&O of October 5, 1989, the Commission agreed with the recommendations outlined in the December 8th Report on FGA/FGB meet-point billing. That Order requires that providers jointly providing FGA access services have binding revenue sharing agreements negotiated and signed not later than one year after the release date of the Order. Such agreements must be designed to compensate all participating providers for all relevant interstate access costs, and be implemented within six months of the date of signature.[4]

[4] In addition, the Commission will allow FGA meet-point billing to continue whenever provider has successfully implemented MPB of FGA.

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10. PROVIDER DATA EXCHANGE ELEMENTS

The requirements for all, or a portion, of the data elements listed below will be agreed to by the involved providers on a case by case basis when one provider is billing on behalf of another provider.

Minutes of Use	MOU billed to the customer during the billing company's current billing cycle.
Additional Other Charges	Charges related to hourly manpower, installation, and other equipment that can be allocated to the non-billing company.
Adjustment Approvals	Billing adjustment procedures must be developed, and ongoing communication established, to secure proper adjustment approval.
BAN	The BAN should be a minimum of 10 and maximum 13 characters in length.
Bills	Copies of the bills can be sent to the non-billing provider for verification and record retention requirements.
Compensation and Contracts	Contracts must be negotiated for billing company compensation and liability.
Deposits and Advance Payments	Deposit and advance payment information must be provided to the non-billing company.
Late Payment and Disconnect	Late payment and disconnect information must be communicated among the companies.
Purchase of Accounts Receivable	Purchase of accounts receivable may be required depending on the billing methods employed by the billing company.
Rate Change Coordination	Rate changes for the non-billing company must be communicated to the billing company for implementation.
Revenue Journal & Billing Reports	The non-billing company requires company specific revenue journals and earned revenue reports from the billing company to properly account for revenue and earnings and to meet FCC reporting requirements.
Service Order	All service order data must be communicated to the non-billing company for inventory, demand analysis, and record keeping purposes.

System Design Coordination	Design change specifications must be communicated by the non-billing company to ensure proper billing methods.
Tariff/Contract Interpretation	The non-billing company must be prepared to provide support for the billing company personnel for correct application of rates.
Tax/Other Information	Tax, revenue accounting, rate information and MOU factoring information must be maintained to meet financial and regulatory reporting requirements. The non-billing company must establish the procedures to facilitate effective flow of this information to the billing company.
Usage Information	The non-billing company requires the usage information for verification of the charges rendered on its behalf and for rate determination.

11. OBF ISSUES REVIEWED BY THE MECAB REVIEW GROUP (MRG)

This section contains a record of all resolved OBF Issues referred to MECAB.

Issue No.	Description	MECAB Revision
7	Multi-EC Common Circuit ID	February 1986
10	PIU on the ASR	February 1986
68	Maintaining FCC #2 Information	February 1986
74	ECs Involved in the Same Access Service	February 1986
75	30 Day Notification of meet-point Billing	February 1986
76	meet-point Indicator for Special Access Legs on CABS Bill	November 1987
77	Adjustments Between ECs	February 1986
79	Identification of Each LEC on an Access Service	November 1987
80	Synchronization of Billing Cycles	February 1986
89	Common Service Identifier	February 1986
90	Percent of Charges Billed	February 1986
91	Identifying ECs Involved in meet-point Billing	February 1986
100	Circuit Identification Number (CKTID)	February 1986
133	Multi-Exchange Billing Alternatives	November 1987
229	Tandem Ordering	December 1989
250	Usage Exchange (EMR)	November 1987
251	BACR for Switched Access meet-point Bills	November 1987
255	MECAB Distribution	November 1987
256	MECAB Update	November 1987
257	Cross Reference Bill Cycles	November 1987
258	Adjustments for Disputed Usage	November 1987

310	"Ratcheting" of meet-point Billed Services	December 1989
312	Company Identification of Rate Element Level	December 1989
322	Level of Traffic Type Display on SBC Bill	December 1989
326	Access Billing Account Identification in Multi-EC Environment	November 1987
387	Multi-EC ASR, FOC Process and Distribution	December 1989*
402	meet-point Billing for FGB	December 1989
403	meet-point Billing for FGA	December 1989
404	Definition of Combination MPB	December 1989
434	MPB Agreement for Single Service	December 1990
463	MPB State Level Company Code on Usage Statistics Detail	December 1989
465	Greater Level of Detail on Adjustments	December 1991
472	MECAB Change Management	December 1989
502	CIC Specific Charge Display	June 1994*
536	Overall Company Code vs. State Level Company Code on CSR	December 1989
538	Single Bill Pass Through MPB	June 1994*
539	BAR/BACR for MPB Switched Access	June 1994*
541	Separate (Multiple) Checks for Single MPB	June 1994*
566	MPB Notification and Conversion	December 1990
577	MPB Rate Application Indicator	June 1994*
590	Minimum Billing Requirements	December 1991
591	Application of meet-point Billing for Multiplexed Services	December 1990

* Issues marked with an asterisk (*) were reviewed by the MECAB Review Group but had no impact on the MECAB document.

592	Application of meet-point Billing for Multipoint Services	December 1990
593	MPB Account Restrictions	December 1990
621	ONA Billing Requirements	June 1994
638	IBC/SBC Identifier	December 1991
733	Equal Charge Per Unit	June 1994
792	BAR/BACR Restructure	June 1994
945	800 Portability (Database Queries in a meet-point Environment)	February 1998
946	Billing of Multiple ECs on the Same Switched Access BAN for an AC	February 1998
970	Switched Access Usage Exchange Between APs Rendering Multiple Bills	February 1998
1140	MECAB Document Language Revision for CLEC Status	February 1998
1142	AC Notification of Multiple Exchange Carrier Billing Arrangement	February 1998
1185	Expansion of NECA Company Code	February 1998
1248	Combination of meet-point and Non-meet-point on a Single BAN	February 1998
1284	Long term LNP Billing and Verification	February 2001*
1287	Billing for Unbundled Network Elements	February 2001*
1528	The Billing Impact Resulting From Access Reform	February 2001*
1548	Billing Verification Process in an Unbundled Environment	February 2001
1593	Guidelines Do Not Exist for Providing Historical PICC Detail Data to Verify PICC Charges	February 2001*
1667	Exchange of Billing Information	February 2001
1690	Notification of Interconnecting Billing Information to the ULEC	February 2001
1962	Multiple Providers of Tandem Access Interconnection	January 2003

2056	For Facility-Based LECs/ CLEC, and CMRS Enhance the Meetpoint/Meetpoint Like Record Exchange to be Consistent with Unbundled Processes For Facility- Based	February 2001
2138	Redefine and Evaluate the Need for Existing MECAB Data Elements	February 2001
2162	Eliminate Pass-Through Meetpoint Billing Option in MECAB	February 2001
2186	Optional Use Return Code for Category 11 Detail Records	January 2003

12. FCC ORDERS AND OBF REPORTS CITED IN MECAB REVISIONS

A. FCC Orders:

1. CC Docket No. 86-104, Memorandum Opinion and Order (Memo No. 3402), In the Matter of Waiver of Access Billing Requirements and Investigation of Permanent Modifications, released March 28, 1986.
2. CC Docket No. 86-184, Memorandum Opinion and Order (DA 87-252), In the Matter of Waiver of Access Billing Requirements and Investigation of Permanent Modifications, released July 31, 1987.
3. CC Docket No. 87-579, Memorandum Opinion and Order (DA 87-1858), In the Matter of Waiver of Access Billing Requirements and Investigation of Permanent Modifications, released December 22, 1987.
4. CC Docket No. 87-579, Order Designating Issues for Investigation (DA 88-812), In the Matter of Access Billing Requirements for Joint Service Provision, released June 6, 1988.
5. CC Docket No. 87-579, Phase II, Order (DA 88-1544), In the Matter of Access Billing Requirements for Joint Service Provision, released October 4, 1988.
6. CC Docket No. 87-579, Memorandum Opinion and Order (DA 89-1251), In the Matter of Access Billing Requirements for Joint Service Provision, released October 5, 1989.
7. CC Docket No. 89-79 and 87-313, Memorandum Opinion and Order In the Matter of Open Network Architecture Tariffs, released July 11, 1991.
8. CC Docket No. 91-213, Report and Order and Further Notice of Proposed Rulemaking (FCC 92-442), In the Matter of Transport Rate Structure and Pricing, released October 16, 1992.
9. CC Docket No. 91-213, First Memorandum Opinion and Order on Reconsideration In the Matter of Transport Rate Structure and Pricing, released July 21, 1993.

B. OBF Reports:

1. Report of the meet-point Billing Task Force Ordering and Billing Forum, Carrier Liaison Committee, Exchange Carriers Standards Association, Inc., CC Docket No. 86-104, filed December 1, 1986.
2. Report of the Ordering and Billing Forum, Carrier Liaison Committee, Exchange Carriers Standards Association, Inc., on Feature Group A & B meet-point Billing, CC Docket No. 87-579, Phase submitted December 8, 1988.
3. Report of the Ordering and Billing Forum, Carrier Liaison Committee, Exchange Carriers Standards Association, Inc., on Special Access meet-point Billing, CC Docket No. 87-579, Phase filed March 23, 1989.
4. Report of the Ordering and Billing Forum, Carrier Liaison Committee, Exchange Carriers Standards Association, Inc., on Progress of Special Access meet-point Billing, CC Docket No. 87-579, submitted in December, 1990.

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13. SERVING ARRANGEMENT NOTIFICATION EXAMPLE

Following is an excerpt from the NECA Tariff FCC. No. 4, which illustrates the number of notifications expected by a customer from a provider when billing percentages are filed:

NATIONAL EXCHANGE CARRIER ASSOCIATION, INC.
DIRECTOR - TARIFF AND REGULATORY MATTERS
100 S. JEFFERSON, RD.
WHIPPANY, NJ 07981

TARIFF FCC. NO. 4
27TH REVISED SECTION 109
CANCELS 26TH REVISED SECTION 109
PAGE 55

ISSUED: MARCH 15, 2000

EFFECTIVE: APRIL 1, 2000

WIRE CENTER AND INTERCONNECTION INFORMATION

SINGLE STATE INTERCONNECTION INFORMATION - VIRGINIA

Locality	LC	CC	BP	OI	SVC
BLACKRIDGE	BCRGVAXA	0219	11	END	ALL
		0254	37	INT	
ROCKVILLE	RKVLVARK	5040	52	END	
BLACKRIDGE	BCRGVAXA	0219	12	END	ALL
		0254	37	INT	
SANDSTON	SNTNVASS	5040	51	END	
BLACKRIDGE	BCRGVAXA	0219	12	END	ALL
		0254	40	INT	
VARINA	VARNVAVR	5040	48	END	
BLACKRIDGE	BCRGVAXA	0219	11	END	ALL
		0254	36	INT	
WAVERLY	WVRLVAWV	5040	53	END	
BLACKSTONE	BLCSVAXA	0254	13	END	ALL
ASHLAND	ASLDVAAS	5040	87	END	

The example reflects three providers jointly providing service at four separate End Office locations and a fifth location where two of the three providers jointly provide the service. The same three providers (0219, 0254, and 5040) are involved in the first four combinations of End Offices. The customer would receive only one notification from each provider involved for the unique combination of company codes 0219, 0254, and 5040 in the first four combinations. There is no requirement for a notification for each of the four End Office combinations when the meet-point Billing arrangements for all four remain the same. However, the customer would receive a separate notification for the fifth combination where only companies 0254 and 5040 are involved.

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14. JOINTLY PROVIDED SERVICE IN AN UNBUNDLED ENVIRONMENT

14.1 General

This section describes the billing options, record exchange and notification guidelines for jointly provided Usage-Sensitive Service in an unbundled environment. An unbundled environment exists when a provider purchases unbundled network elements from another provider in order to provide Usage-Sensitive Service in the same territory. Usage-Sensitive service includes FGB, FGC, FGD, trunk-side connections, DA and may include subscribed toll, non-subscribed toll local and wireless services.

For the purpose of the billing options and associated diagrams described in this section, the provider that purchases the unbundled network elements is referred to as the Unbundled Local Exchange Carrier (ULEC). The provider that sells the unbundled network elements is referred to as the Unbundled Service Provider (USP).

This section does not apply to a facility-based provider who only purchases the unbundled local loop.

The decision to implement the billing options is based upon Provider-to-Provider (e.g., the USP and the ULEC) negotiations where the regulatory environment permits. When the USP and the ULEC agree to one of the billing options, these guidelines are used.

These guidelines will not supercede state or contract specific intraLATA toll, local or wireless settlement plans.

For the purpose of billing Usage-Sensitive Service, Provider-to-Provider contractual agreements are required. These agreements may include proprietary information/non-disclosure, liabilities for data accuracy and timeliness, inquiries, flow of tariff/contract items, compensation for billing services, types of services included, payment options, and exchange of data.

14.1.1 Billing Options

It is the responsibility of the ULEC and the USP to select a billing option. The following options are available:

1. Option 1
   Two alternatives (1A and 1B)
2. Option 2
3. Option 3

These above options are not applicable to flat rated transport purchased by the IXC under access reform and local transport restructure.

Once a billing option has been selected, the ULEC and/or the USP will negotiate a billing arrangement with other providers as described in section 4 of MECAB. For example, the USP may negotiate Option 1B with the ULEC as well as a Multiple Bill/Single Tariff arrangement with the other provider(s) for interLATA services.

For all options, CABS BOS (maintained by Telcordia Technologies) or SECAB format is recommended. If the recommended format is not used, the bill should include applicable data elements as listed in CABS BOS or SECAB.Description of Billing Options

14.1.2 Option 1

There are two billing alternatives:

1. Option 1A - The USP bills the customer for the USP charges.
2. Option 1B - The USP or ULEC bills the customer for the USP and ULEC charges.

14.1.2.1 Option 1A

The ULEC is invisible for bill rendering and bill receipt. The ULEC will not establish a relationship with the interconnection or access customer. Compensation to the ULEC, if applicable, is negotiated between the USP and the ULEC. Charges billed by a third party to the USP may be passed through to the ULEC. Any existing compensation arrangements between the USP and the customer are not affected.

14.1.2.2 Option 1B

The USP or the ULEC will prepare a single access bill with the ULEC's and the USP's charges separately identified. The ULEC must establish a relationship with each customer.

The billing company will pass any revenues due the provider for whom they are rendering a bill.

This option requires that the billing company maintains and administers in its billing system, the applicable tariff/contract rates for both providers in order to bill access services.

Separate checks can be rendered by the customer based on Provider-to-Provider relationships and mailed directly to each provider, or to the billing company for distribution. If separate checks are rendered, the non-billing company must notify the billing company of the payment. The billing company is then responsible for applying each payment to the respective portion of the bill.

14.1.2.3 Option 2

The USP bills the ULEC for all charges (unbundled elements, access, and reciprocal compensation) and the ULEC bills the customer.

The ULEC should receive compensation bills from third parties for ULEC originated traffic.

The ULEC may elect to use MPB options as described in Section 4 when connecting with other providers. The MPB method selection between other providers must adhere to the restrictions identified in Section 4.2. If a multiple bill option is used, refer to Sections 14.3 and 14.4 for the notification information and record exchange process.

14.1.2.4 Option 3

Each provider (the USP and the ULEC) prepares and renders a bill in accordance with their tariff/contract for their portion of the unbundled elements, access, and reciprocal compensation.

The ULEC should receive compensation bills from third parties for ULEC originated traffic.

14.2 Notification

Providers are required to supply proper notification to the customer of the billing option, and the MPB method employed when rendering access bills to an IXC. The notification requirements for MPB are described in Section 5.3. In addition to the notification requirements in Section 5.3, the following notification requirements listed below should occur to establish billing relationships and render accurate bills to all customers. The notification requirement applies to the initial implementation and any subsequent changes to an existing billing option (e.g., Option 1A to Option 2). The notification must take place thirty days prior to the implementation or change in option.

More specifically, the following activities must occur prior to the implementation or change of an option:

1. Where proprietary restrictions do not exist (for Billing Option 1B, 2, 3), the USP will provide all interconnecting providers and customers with the Billing Name, Billing Address and Contact number of all interconnecting ULECs.

2. In order for customers to validate or render their access and reciprocal compensation bills for Billing Option 1B, 2, and 3, the ULEC should use the existing MECAB notification process, as described in Section 5.3, in addition to providing the following data elements:

   - Type of Provider - Unbundler
   - Billing Option (1B, 2, 3)
   - Elements to be billed

3. In addition to the notification process, the ULEC will provide the following data elements accompanying the Switched Access and reciprocal compensation bills:

   - Unbundled Serving End Office
   - Unbundled Line Number/Range Start Date
   - Unbundled Line Number/Range End Date
   - Unbundled NPA/NXX Line Number/Range

This information need only be provided for unbundled numbers that have associated Switched Access or Local Interconnection charges. This information needs to be available in both paper and mechanized formats. The CARS document (printed and distributed by ATIS) may be used to provide this information.

In order for the ULEC to provide notification to the customers, the ULEC must be provided with specific information. Where proprietary restrictions do not prohibit, the following elements should be provided to the ULEC for the establishment of their billing relationships with companies interconnected within the LATA. The IXC elements will be provided by the USP, or when requested, from the tandem company. The IXC elements will be provided on an ongoing basis since the ULEC does not receive a copy of the Access Service Request (ASR). The local and IntraLATA interconnect elements will also be provided on an ongoing basis by the USP for companies (e.g. FB CLEC, ICO, WSP) directly interconnected with the USP. The interconnectors (e.g. FB CLEC, ICO, WSP) will identify companies in which they are directly interconnected so that the ULEC can identify all local/IntraLATA companies within a LATA. While providing the same quality of data available to itself, all parties recognize that this data may not be the most current. Therefore, it is recommended the ULEC validate this information for accuracy.

The following elements are required for interconnecting IXCs:

a. ACNA associated with the Billing Name and Address

b. Billing name

c. Billing Address

d. Contact Number/Fax Number

e. Type of Provider

f. CIC

g. LTL (required for non-LTR states)

The following elements are required for Local/IntraLATA Interconnectors

a. Company Name

b. Contact Name

c. Contact Address or fax number

d. Contact Number

e. Type of Provider (if it can be determined)

f. CIC (if industry assigned) or Company Code

The following elements (not inclusive) are preferred, however they may need to be negotiated:

a. Bill Address for Local/IntraLATA Interconnectors

b. LTL

c. Tandem

d. Type of Service

e. Billing Option

14.3 Exchange of Usage in a ULEC Environment

For Usage-Sensitive Access services in a ULEC environment, the exchange of usage data among providers plays a critical role in providing the customer with an accurate, timely bill. Various providers can be involved in recording the usage data for a single End Office location depending on the network architecture, type of office, feature group, and type of traffic. The following sections provide additional detail regarding the exchange of usage data. The diagrams contained in this section also provide additional detail.

14.3.1 Mechanized and Paper Exchange

The Exchange Message Interface (EMI) document provides mechanized record formats that can be used to exchange access usage information among providers. Category *11-0X* series AURs (Access Usage Record) are used to exchange detailed access usage information.

Each provider may elect to forward a copy of its access bill or bill data as a substitute for mechanized access usage record exchange. While it is considered preferable for providers to move toward mechanized data exchange, nothing precludes timely manual or paper exchange of information. For each billing option, where exchange of usage is required, the timely exchange of access usage records from the recording company to other provider(s) will be on a daily basis or any other agreed upon timeline.

14.3.2 MOU Exchange for Local/Toll/Wireless

Providers will bill the customer based upon their own recordings. When a provider does not have detailed recordings available for billing, the provider may develop contractual relationships with a provider or customer for the detailed access usage records.

14.3.3 MOU Exchange for InterLATA (Provider to IXC)

Providers will bill the customer based upon their own recordings. When providers do not have detailed recordings available for billing, the official recording company, as outlined in Section 6.1, will provide the detailed access usage record to providers on the route. Please note that when the official recording company is not the end office company, the official recording company will provide the detailed access usage record to the end office for passage to the ULEC for Options 1B, 2 and 3. Once complete line level detail information becomes available, then the tandem company will provide recordings directly to the ULEC.

14.4 Usage Diagrams

Following are diagrams addressing issues pertaining to LEC interconnection and customer notification, record exchange and bill verification in an ULEC/unbundled environment. These diagrams do not depict notification, record exchange and bill verification between the facility-based providers, which is defined in section 6.5.

While the industry recognizes that local/intraLATA settlement plans are used, these are state or contract specific and are not included in the MECAB guidelines. In addition, contracts or settlement arrangements may also be in place with existing WSPs and are not included in these guidelines.

Current meet-point billing arrangements may exist where the tandem company is also the bill rendering company. Contracts may need to be renegotiated so that all participating

companies consent to one or more compatible billing arrangements in an unbundled environment.

Common minutes are not required for IntraLATA local/toll and access billing when a ULEC is involved. Billing for originating or terminating traffic to IXCs should include usage dates with CIC, end office CLLI.

Until the industry has resolved OBF Billing Issue 1182, where all entities from originating to terminating point are identified, the ULECs may not be able to be identified. For the Pre-1182 resolution, it is possible that a record exchange process may not be available.

Due to the inconsistencies in where companies perform recordings, these diagrams do not reflect a designated point of recording for intraLATA toll and local LEC/CMRS to LEC/CMRS traffic. Companies that do not record need to negotiate a process to obtain the records needed for them to render bills or perform bill verification.

For intraLATA toll and local LEC/CMRS to LEC/CMRS traffic, compensation may default to Option 1A until identification of the ULEC can be made. Compensation includes either access charges or reciprocal compensation based on the negotiated arrangements between providers. The billing option between the ULEC and USP should be reflected in the Notification process and billing should be rendered or verified accordingly. Once ULEC identification can be made, a billing option default will not exist.

For IXC originating traffic, the originating end office switch generates the official record for billing. For IXC terminating traffic, the first point of switching into the LEC/CMRS network (tandem, end office, or MSC switch) generates the official record for billing. For originating 800/8xx traffic the SSP switch generates the official record for billing.

The industry recognizes that an ICO (Independent Telephone Company) is also an ILEC. ICO is only used in the following diagrams for the purpose of describing the different scenarios between the types of providers.

14.4.1 Originating Local

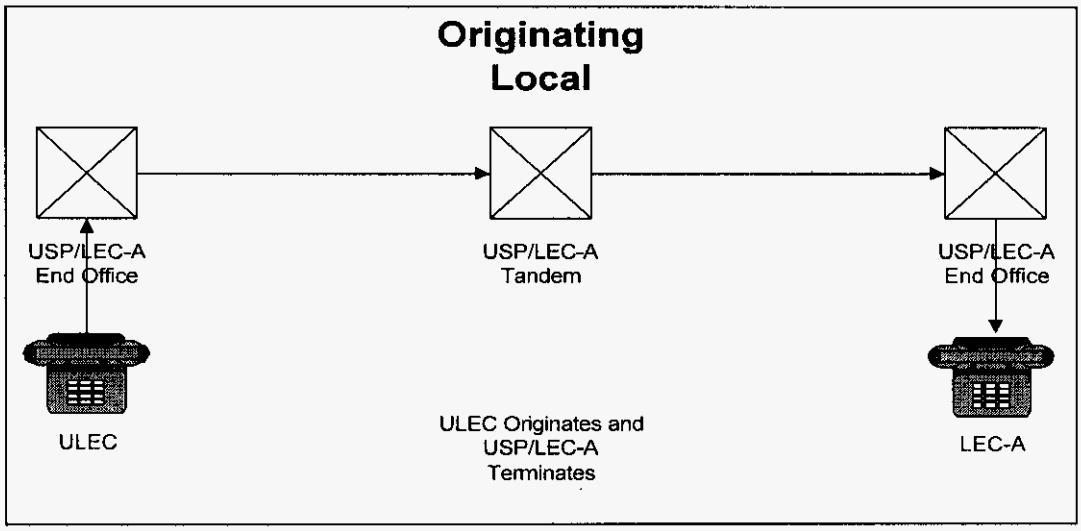

Figure 14-1 - Originating local from a ULEC to a USP/LEC-A

Notification Information
There is no notification process for any of the billing options since there is interconnection with only one company by the ULEC.

Record Exchange
The USP/LEC-A will provide the ULEC with an end user record (01-01-XX/10-01-XX). An access record (11-0X-XX) is not applicable between the ULEC and the USP/LEC-A.

Bill Verification
The end user record (01-01-XX/10-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC's unbundled and compensation bills.

14.4.2 Originating IntraLATA Toll

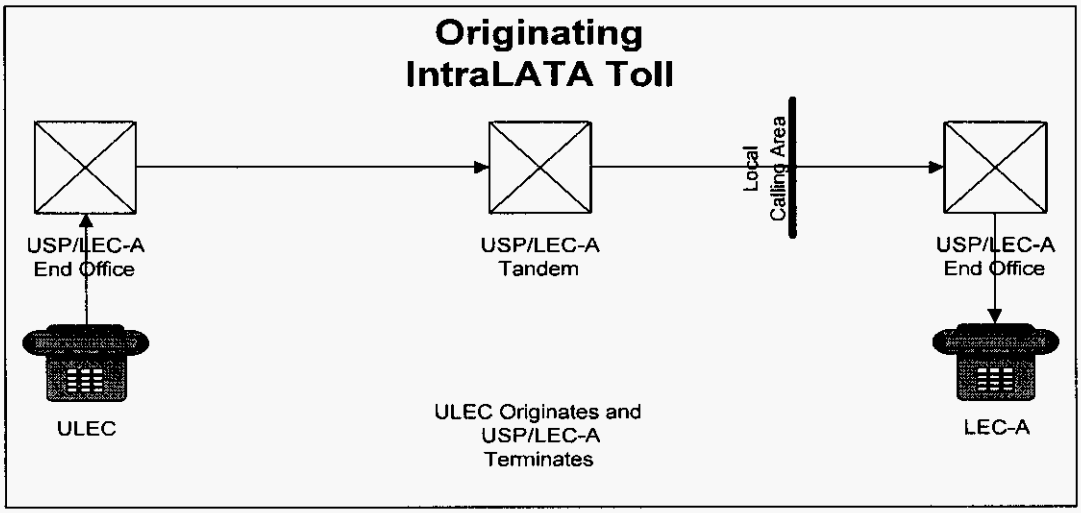

Figure 14-2 - Originating intraLATA toll from a ULEC to a USP/LEC-A (ULEC is toll provider via the USP/LEC-A's network)

Notification Information
There is no notification process for any of the billing options since there is interconnection with only one company by the ULEC.

Record Exchange
The USP/LEC-A will provide the ULEC with an end user record (01-01-XX/10-01-XX). An access record (11-01-XX) is not applicable between the ULEC and the USP/LEC-A.

Bill Verification
The end user record (01-01-XX/10-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC's unbundled and compensation bills.

14.4.3 Terminating Local

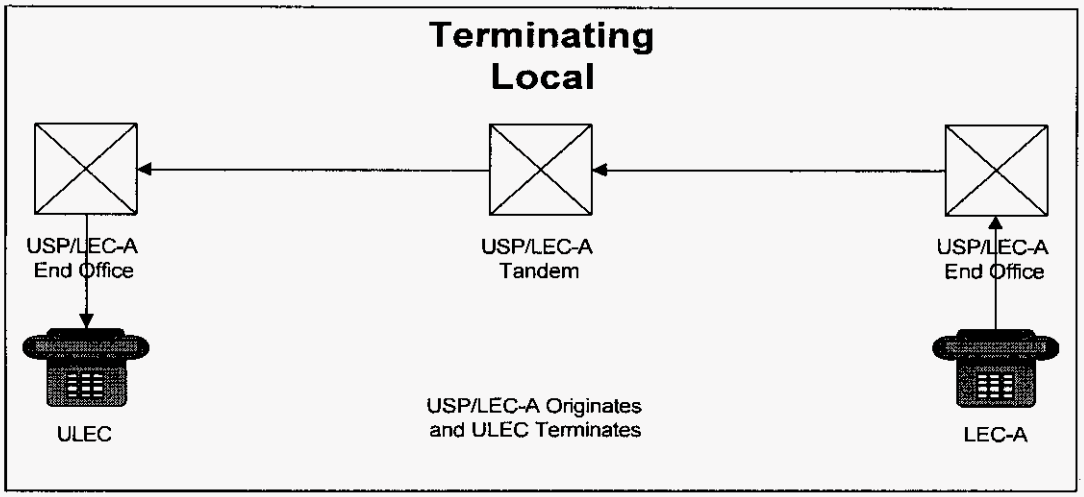

Figure 14-3 - Terminating local to a ULEC from a USP/LEC-A

Notification Information
There is no notification process for any of the billing options since there is interconnection with only one company by the ULEC.

Record Exchange
There is no end user record (01-01-XX/10-01-XX) provided to the ULEC for any of the billing options.

When there are no compensation charges, no access record (11-01-XX) is provided from the USP/LEC-A to the ULEC.

When compensation does exist, the USP/LEC-A provides the ULEC with an access record (11-01-XX). This record is preferred, however other methods may include T/O ratio, flat rate, etc.

Bill Verification
When compensation does exist, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A would serve as the verification requirements for the ULEC.

When other methods of compensation exist, the USP/LEC-A will provide the T/O ratio, flat rate, etc., to the ULEC. The ULEC may validate the T/O, flat rate, etc., via an audit process.

When unbundled elements are billed to the ULEC, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

14.4.4 Terminating IntraLATA Toll

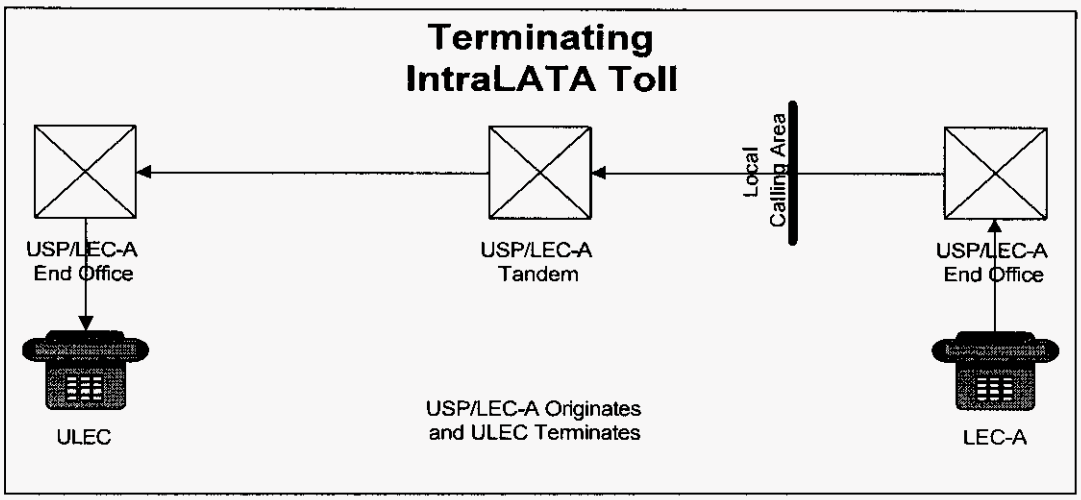

Figure 14-4 -Terminating intraLATA toll to a ULEC from an USP/LEC-A

Notification Information
There is no notification process for any of the billing options since there is interconnection with only one company by the ULEC.

Record Exchange
There is no end user record (01-01-XX/10-01-XX) provided to the ULEC for any of the billing options.

When there are no compensation charges, no access record (11-01-XX) is provided from the USP/LEC-A to the ULEC.

When compensation does exist, the USP/LEC-A provides the ULEC with an access record (11-01-XX). This record is preferred, however other methods may include T/O ratio, flat rate, etc.

Bill Verification
When compensation does exist, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

When other methods of compensation exist, the USP/LEC-A will provide the T/O ratio, flat rate, etc., to the ULEC. The ULEC may validate the T/O, flat rate, etc., via an audit process.

When unbundled elements are billed to the ULEC, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

14.4.5 Originating Local/IntraMTA and IntraLATA Toll

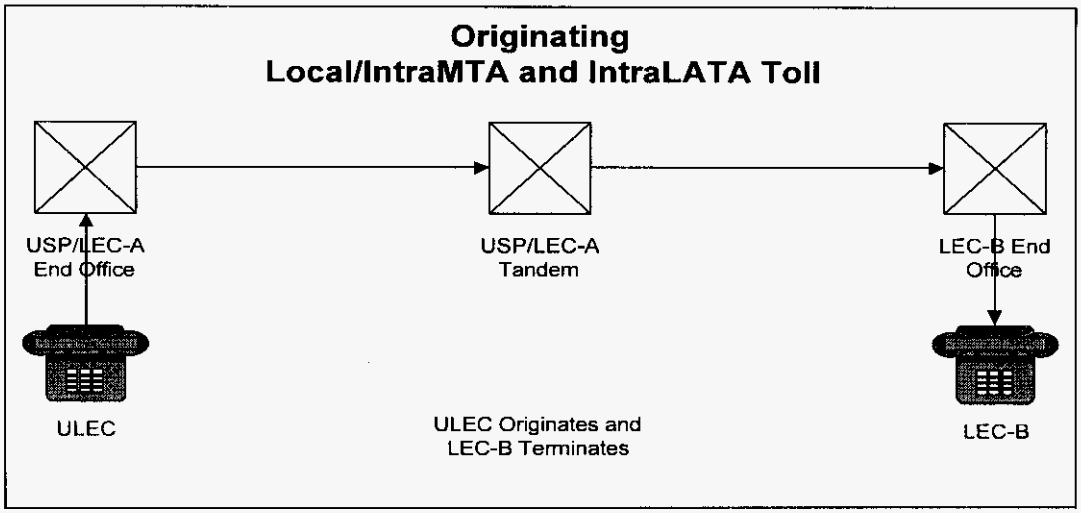

Figure 14-5 - Originating local/intraMTA and intraLATA toll from a ULEC to LEC-B (ULEC is the local and toll provider via the USP/LEC-A's network)

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the LEC-B will provide the customer notification information to the ULEC in accordance with section 14.3, in addition to their bill data elements.

Record Exchange
For all options, the USP/LEC-A will provide the ULEC with an end user record (01-01-XX/10-01-XX). In addition, no access record (11-01-XX) is provided from the USP/LEC-A to the ULEC.

For all options, no access record (11-01-XX) is provided from the USP/LEC-A to LEC-B. LEC-B and the USP/LEC-A are able to bill the ULEC directly from their recordings. Companies who do not have recordings may have contractual relationships for receipt of their records.

Bill Verification
The end user record (01-01-XX/10-01-XX) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC's unbundled and compensation bills.

The USP/LEC-A has their switch records to validate any billing they may receive from LEC-B.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.6 Terminating Local/IntraMTA and IntraLATA Toll

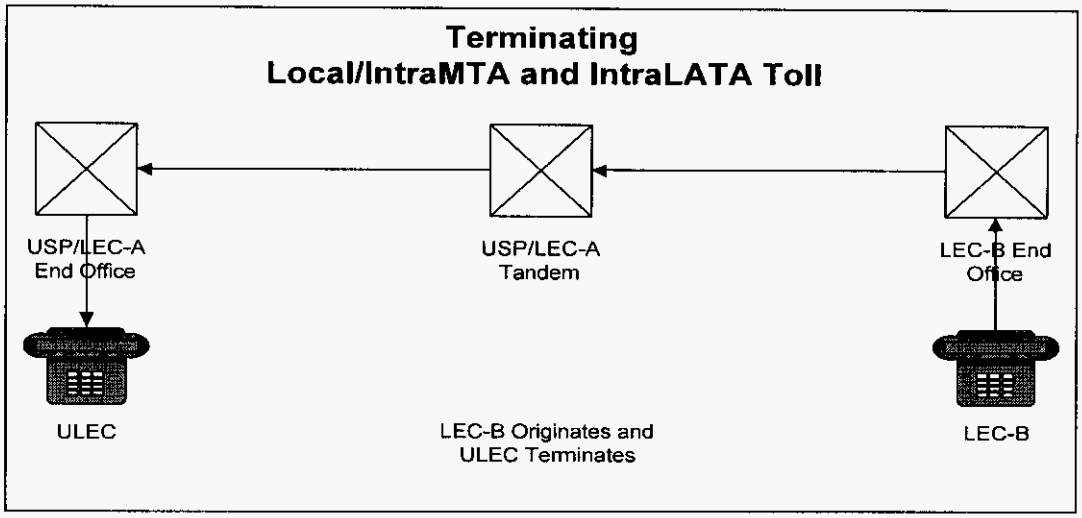

Figure 14-6 - Terminating local/intraMTA and intraLATA toll to a ULEC from LEC-B

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to LEC-B in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-01-XX/10-01-XX) provided to the ULEC for any of the billing options.

For option 1A, whether or not the USP/LEC-A has recordings and compensation does exist, the USP/LEC-A will settle with LEC-B using the existing compensation arrangements.

For options 1B, 2 and 3, when the USP/LEC-A does not have recordings but compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) will be developed and shared between all participating companies.

For options 1B, 2 and 3, when the USP/LEC-A has recordings and compensation does exist, the USP/LEC-A will provide the ULEC with an access record (11-01-XX) to bill LEC-B.

Bill Verification
The end user record (01-01-XX/10-01-XX) recorded by LEC-B and the customer notification information will serve as the verification requirement for LEC-B. Companies who do not have recordings may have contractual relationships for receipt of their records.

When other methods of compensation exist, LEC-B will provide the T/O ratio, flat rate, etc., to the ULEC. The ULEC may validate the T/O, flat rate, etc., via an audit process

When unbundled elements are billed to the ULEC, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

LEC-B has their switch records to validate any billing they may receive.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.7 Originating Local/IntraMTA and IntraLATA Toll

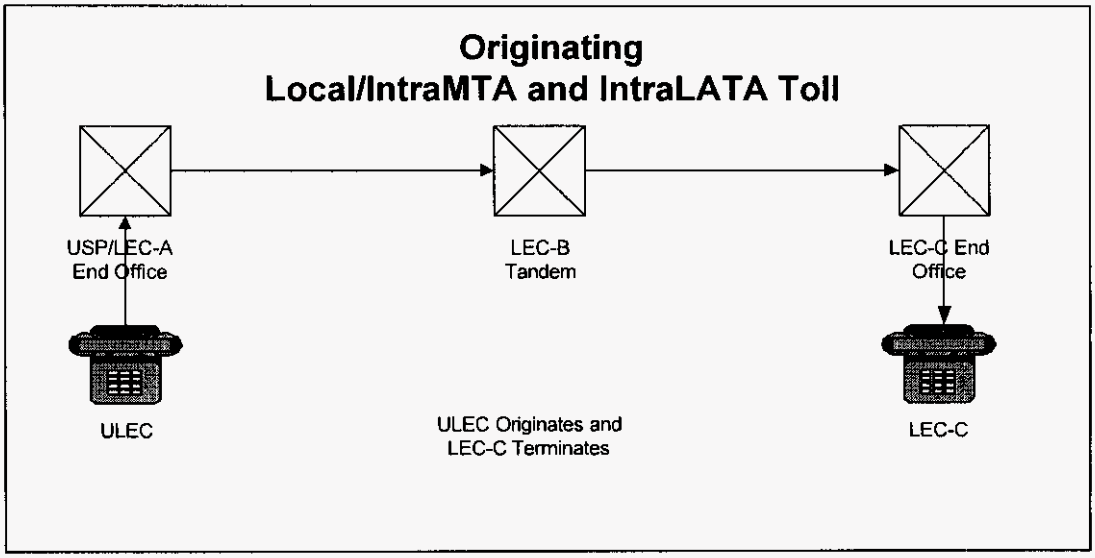

Figure 14-7 - Originating local/intraMTA from a ULEC to LEC-C through LEC-B's tandem

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC. LEC-B will provide LEC interconnection information to LEC-C in accordance with section 14.3.

For options 1B, 2 and 3, the LEC-B and LEC-C will provide the customer notification information to the ULEC in accordance with section 14.3, in addition to their bill data elements.

Record Exchange
For all options, the USP/LEC-A will provide the ULEC with an end user record (01-01-XX/10-01-XX). In addition, no access record (11-01-XX) is provided by the USP/LEC-A to the ULEC.

For option 1A, whether or not LEC-B and LEC-C has recordings and compensation does exist, LEC-B and LEC-C will bill/settle with the USP/LEC-A using the existing compensation arrangements. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For options 1B, 2 and 3, when LEC-B and LEC-C do not have recordings but compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) will be developed and shared between all participating companies.

For options 1B, 2 and 3, when the LEC-B and LEC-C have recordings and compensation does exist, each company will use their records for billing.

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Bill Verification
The end user record (01-01-XX/10-01-XX) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC's unbundled and compensation bills.

The USP/LEC-A has their switch records to validate any billing they receive from the LEC-C and LEC-B. Companies who do not have recordings may have contractual relationships for receipt of their records.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.8 Terminating Local/IntraMTA and IntraLATA Toll

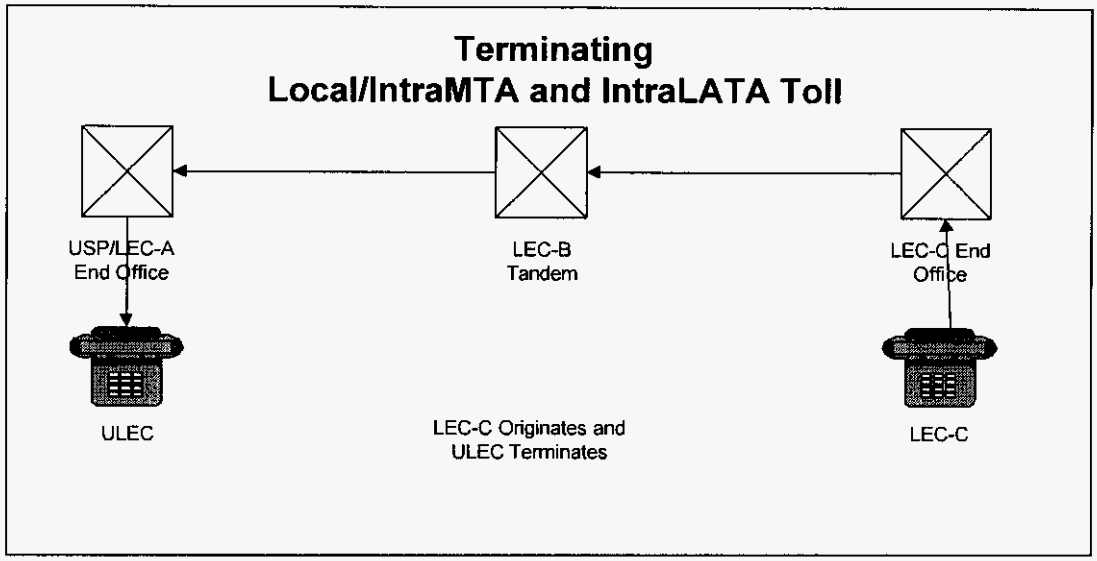

Figure 14-8 - Terminating local/intraMTA and intraLATA toll from LEC-A to ULEC through LEC-B.

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC. LEC-B will provide LEC interconnection information to LEC-C in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A, and LEC-B will provide the customer notification information to LEC-C in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-01-XX/10-01-XX) provided to the ULEC from the USP/LEC-A. The USP/LEC-A will pass an access record (11-01-XX) to the ULEC.

For option 1A, whether or not the USP/LEC-A and LEC-B has recordings and compensation does exist, the USP/LEC-A and LEC-B will settle/bill with the LEC-C using the existing compensation arrangements. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For options 1B, 2 and 3, when the USP/LEC-A and LEC-B do not have recordings but compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) will be developed and shared between all participating companies.

For options 1B, 2 and 3, when the USP/LEC-A and LEC-B have recordings and compensation does exist, the USP/LEC-A will provide the ULEC with an access record (11-01-XX) to bill the LEC-C. The LEC-B will use their record to bill the LEC-C.

Bill Verification

The access record (11-01-XX) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC. Companies who do not have recordings may have contractual relationships for receipt of their records. The LEC-A may validate their bill with their originating recording.

When other methods of compensation exist, the LEC-C provides the T/O ratio, flat rate, etc., to the ULEC. The ULEC may validate the T/O ratio, flat rate, etc., via an audit process.

When unbundled elements are billed to the ULEC, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

LEC-C may validate their bill with their originating recording.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.9 Originating Local/IntraMTA and IntraLATA Toll (4 LECs)

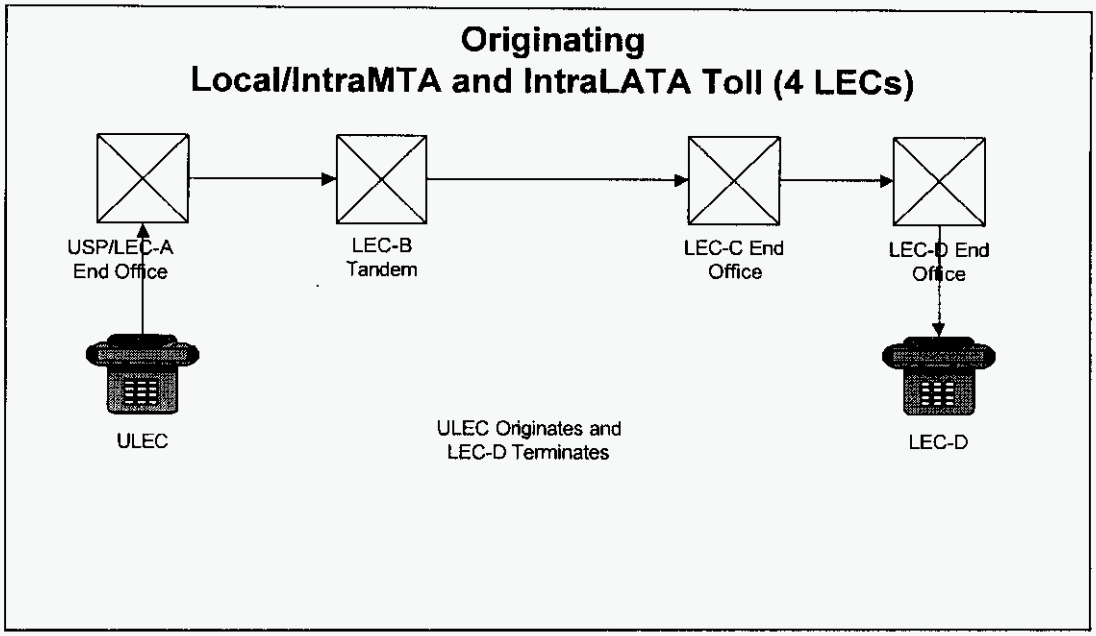

Figure 14-9 - Originating local/intraMTA and intraLATA toll from a ULEC to LEC-D through 3 other LECs

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC. LEC-B will be responsible for passing LEC interconnection notification information to LEC-C who will pass the same information to LEC-Din accordance with section 14.3.

For options 1B, 2 and 3, LEC-B, LEC-C and LEC-D will provide the customer notification information to the ULEC in accordance with section 14.3.

Record Exchange
Under all options, the USP/LEC-A will provide the ULEC with an end user record (01-01-XX/10-01-XX). In addition, no access record (11-01-XX) is provided by the USP/LEC-A to the ULEC.

For option 1A, whether or not LEC-B, LEC-C, and LEC-D have recordings and compensation does exist, LEC-B, LEC-C and LEC-D will bill/settle with the USP/LEC-A using existing compensation arrangements. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For options 1B, 2 and 3, when LEC-B, LEC-C and LEC-D do not have recordings and compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) will be developed and shared between all participating companies.

For options 1B, 2 and 3, when LEC-B, LEC-C and LEC-D have recordings and compensation does exist, each company will use their records for billing.

Bill Verification
The end user record (01-01-XX/10-01-XX) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC's unbundled and compensation bills.

The USP/LEC-A has their switch records to validate any billing they receive from LEC-B, LEC-C and LEC-D. Companies who do not have recordings may have contractual relationships for receipt of their records.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.10 Terminating Local/IntraMTA and IntraLATA Toll (4 LECs)

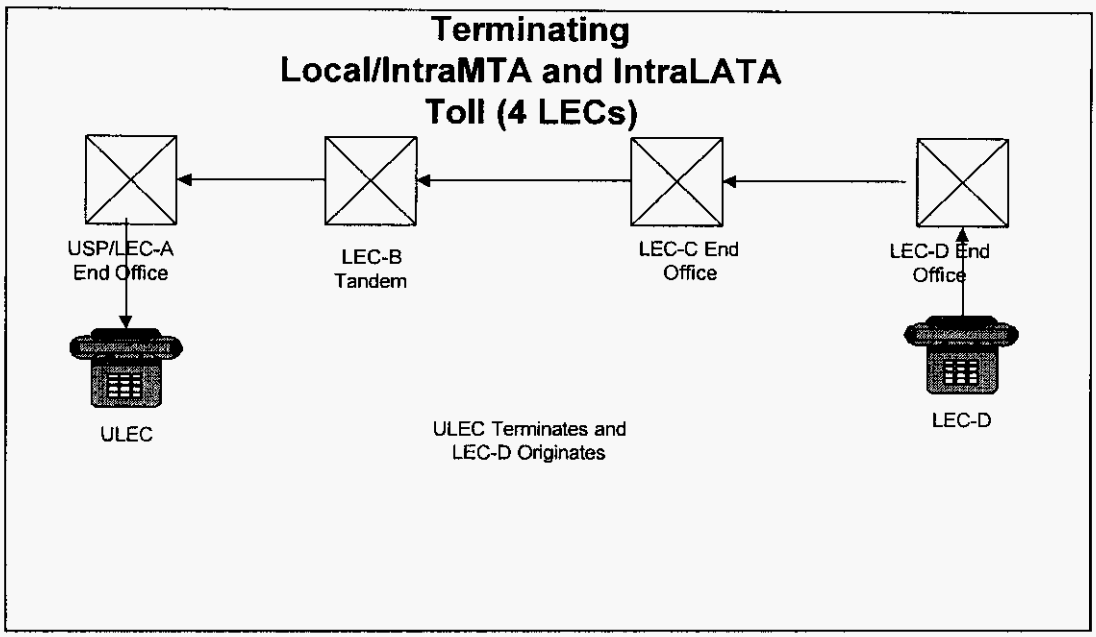

Figure 14-10 - Terminating local/intraMTA and intraLATA to a ULEC from one LEC through 3 other LECs

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC. LEC-B will provide LEC interconnection notification information to LEC-C who will pass the same to LEC-D in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A, LEC-B and LEC-C will provide the customer notification information to LEC-D in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-01-XX/10-01-XX) provided under any of the billing options from the USP/LEC-A to the ULEC. The USP/LEC-A will provide an access record (11-01-XX) to the ULEC.

For option 1A, whether or not the USP/LEC-A, LEC-B and LEC-C have recordings and compensation does exist, the USP/LEC-A, LEC-B, and LEC-C will settle/bill with LEC-D using the existing compensation arrangements. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For options 1B, 2 and 3, when the USP/LEC-A, LEC-B, and LEC-C do not have recordings and compensation does exist, alternative methods and associated data (e.g. T/O ratio, flat rate, etc.) will be developed and shared between all participating companies.

For options 1B, 2 and 3, when the USP/LEC-A, LEC-B and LEC-C have recordings and compensation does exist, the USP/LEC-A will provide the ULEC with an access record (11-01-XX). All companies will use their recordings to bill.

Bill Verification
The end user record (01-01-XX/10-01-XX) and the customer notification information will serve as the verification requirements for the LEC-D.

When other methods of compensation exist, the LEC-D provides the T/O ratio, flat rate, etc to the ULEC. The ULEC may validate the T/O ratio, flat rate, etc., via an audit process.

When unbundled elements are billed to the ULEC, the access record (11-01-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

The LEC-D may validate their bill with their originating recording.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.11 Originating Access – Intra/Interstate

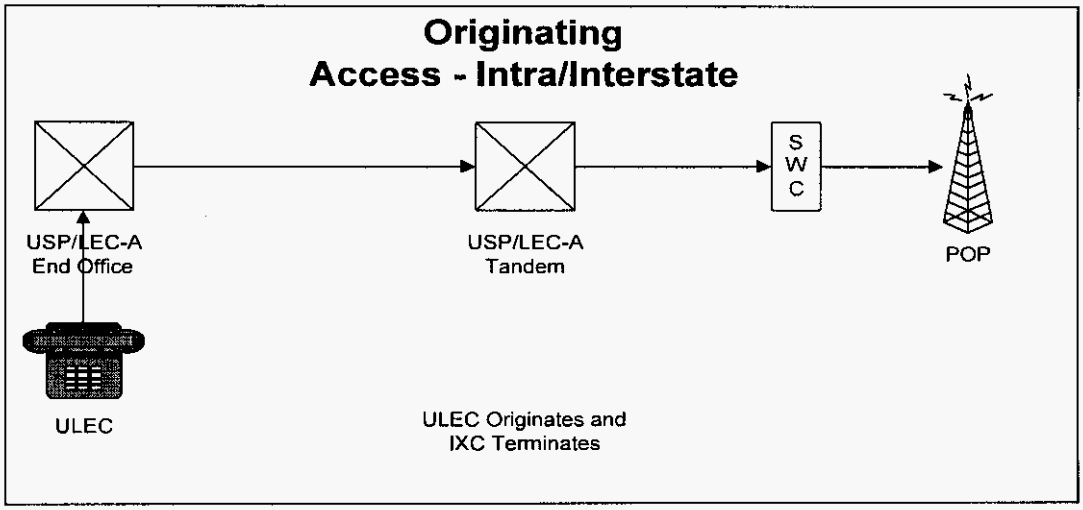

Figure 14-11 - Originating access from a ULEC to an IXC

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to the IXC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements

Record Exchange
There is no end user record (01-0X-XX/10-0X-XX) provided for any of the billing options from the USP/LEC-A to the ULEC.

For all options, the USP/LEC-A will provide an access record (11-0X-XX) to the ULEC.

For option 1A, the USP/LEC-A will continue to bill access to the IXC. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-0X-XX) to bill the IXC. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-0X-XX) to bill the IXC.

For options 2 and 3, the ULEC will use the access record (11-0X-XX) to bill the IXC. The USP/LEC-A will also use the access record (11-0X-XX) to bill their portion of the access under option 3.

Bill Verification
When unbundled elements are billed to the ULEC, the access record (11-0X-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

The IXC has their record and the customer notification information to serve as their verification requirements.

Footnote: When 2 PIC exists for IntraLATA traffic, the process outlined in this diagram will apply.

14.4.12 Terminating Access – Intra/Interstate

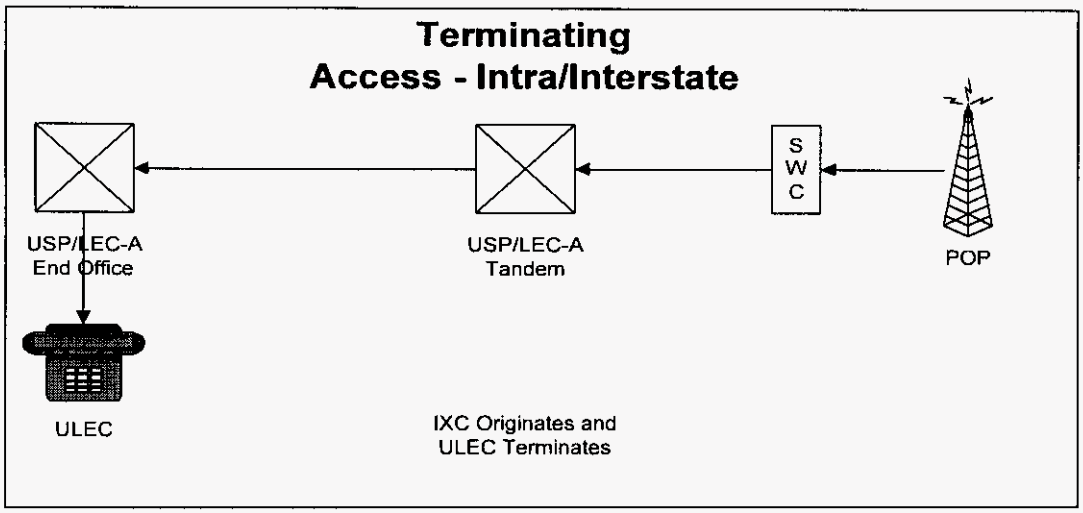

Figure 14-12 - Terminating access from an IXC to a ULEC

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to the IXC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-0X-XX/10-0X-XX) provided for any of the billing options between the USP/LEC-A and the ULEC.

For all options, the USP/LEC-A will provide an access record (11-0X-XX) to the ULEC.

For option 1A, the USP/LEC-A will continue to bill access to the IXC. The USP/LEC-A may bill the ULEC for unbundled elements based on their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-0X-XX) to bill the IXC. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-0X-XX) to bill the IXC.

For options 2 and 3, the ULEC will use the access record (11-0X-XX) to bill the IXC. The USP/LEC-A will also use the access record (11-0X-XX) to bill their portion of the access under option 3.

Bill Verification
When unbundled elements are billed to the ULEC, the access record (11-0X-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

The IXC has their record and the customer notification information to serve as their verification requirements.

14.4.13 Originating Access Intra/Interstate

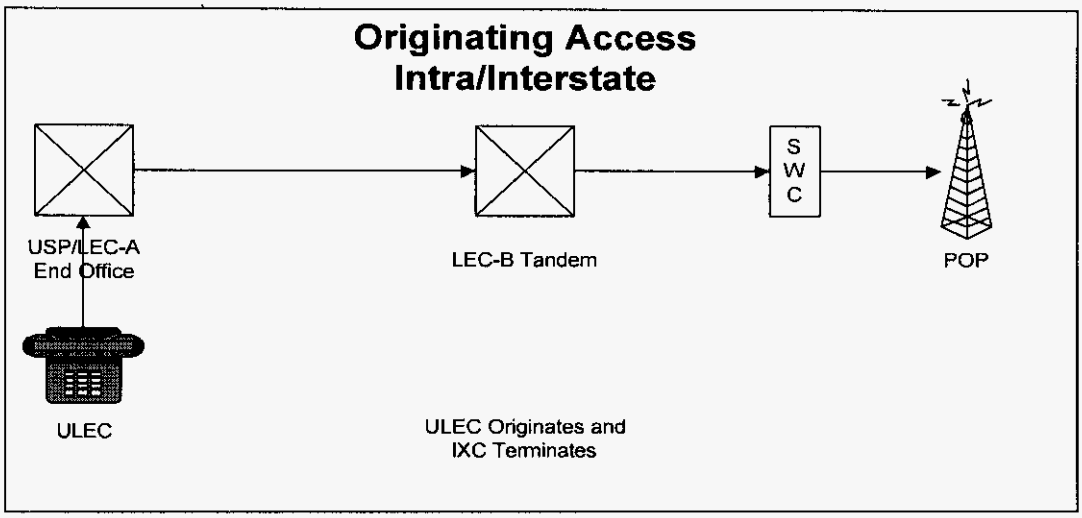

Figure 14-13 - Originating access from a ULEC behind LEC-A to an IXC through the LEC-B tandem

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A and LEC-B will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-0X-XX/10-0X-XX) provided for any of the billing options from the USP/LEC-A to the ULEC.

For all options, the USP/LEC-A will provide an access record (11-0X-XX) to the ULEC and the LEC-B.

For option 1A, the USP/LEC-A and LEC-B will use the access record (11-0X-XX) to bill the IXC under their existing meet-point arrangement.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-0X-XX) to bill the IXC. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-0X-XX) to bill the IXC. In either case, the LEC-B will use the access record (11-0X-XX) to bill their portion of the access in a multiple bill arrangement.

For options 2 and 3, the ULEC will use the access record (11-0X-XX) to bill the IXC. LEC-B will use the access record (11-0X-XX) to bill their portion of the access in a multiple bill arrangement. The USP/LEC-A will use the access record (11-0X-XX) to bill their portion of the access under option 3.

Bill Verification
When unbundled elements are billed to the ULEC, the access record (11-0X-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

The IXC has their recording and the customer notification information to serve as their verification requirements.

Footnote: When 2 PIC exists for IntraLATA traffic, the process outlined in this diagram will apply.

14.4.14 Terminating Access Intra/Interstate

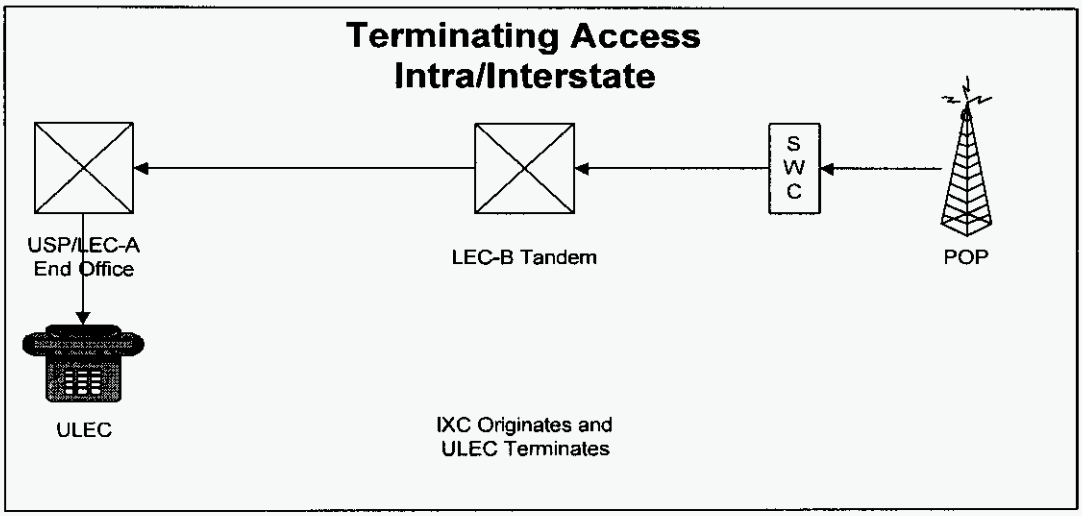

Figure 14-14 - Terminating access from an IXC to a ULEC behind a LEC-B tandem through the LEC-A End Office

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A and LEC-B will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-0X-XX/10-0X-XX) provided for any of the billing options from the USP/LEC-A to the ULEC.

For all options, the LEC-B will provide an access record (11-0X-XX) to the USP/LEC-A and the USP/LEC-A will pass the access record (11-0X-XX) to the ULEC.

For option 1A, the USP/LEC-A and LEC-B will use the access record (11-0X-XX) to bill the IXC under their existing meet-point arrangement.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-0X-XX) to bill the IXC. When the USP/LEC-B is the bill rendering company, the USP/LEC-A will use the access record (11-0X-XX) to bill the IXC. In either case, LEC-B will use the access record (11-0X-XX) to bill their portion of the access in a multiple bill arrangement.

For options 2 and 3, the ULEC will use the access record (11-0X-XX) to bill the IXC. The LEC-B will use the access record (11-0X-XX) to bill their portion of the access in a multiple bill arrangement. The USP/LEC-A will also use the access record (11-0X-XX) to bill their portion of the access under option 3.

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Bill Verification
When unbundled elements are billed to the ULEC, the access record (11-0X-XX) provided to the ULEC by the USP/LEC-A will serve as the verification requirements for the ULEC.

The IXC has their recording and the customer notification information to serve as their verification requirements.

14.4.15 Originating 800 LEC Provided

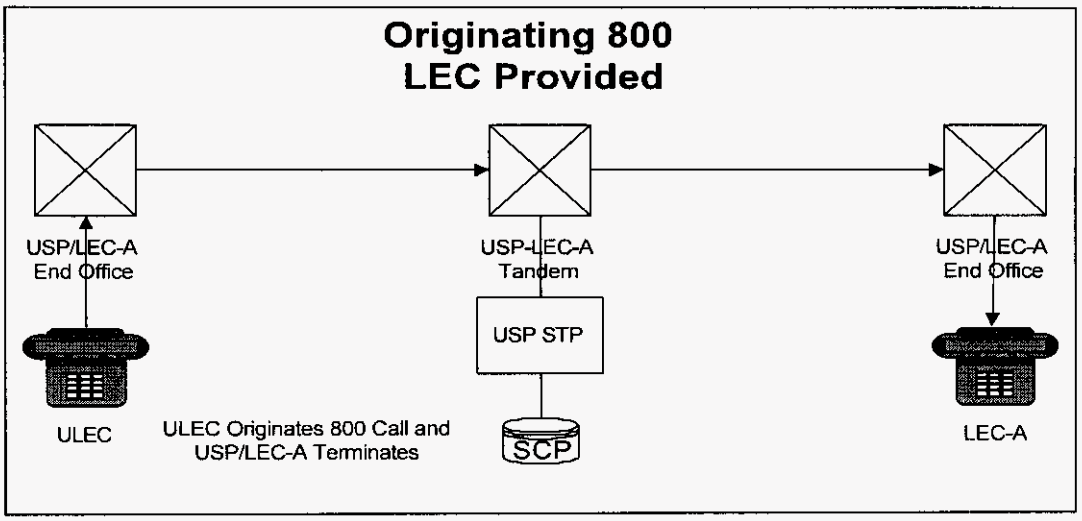

Figure 14-15 - Originating 800 from a ULEC to an USP/LEC-A

Notification Information
There is no notification process for any of the billing options since there is interconnection with only one company by the ULEC.

Record Exchange
For all options, the USP/LEC-A and ULEC will determine whether the end user record (01-01-25/10-01-25) is retained by the USP/LEC-A or passed to the ULEC then back to the USP/LEC-A.

It is assumed that the originating SSP office company would be accountable for generation and transmission of the end user record (01-01-25/10-01-25) to the 800 providing company, however, negotiations may dictate otherwise.

When compensation does not exist, no access record (11-01-25) is provided from the USP/LEC-A to the ULEC.

When compensation does exist, the USP/LEC-A will provide the ULEC with an access record (11-01-25).

Bill Verification
The access record (11-01-25) provided between the ULEC and the USP/LEC-A will serve as the verification requirements for the ULEC.

The USP/LEC-A also has their switch records to validate any billing they receive from the ULEC.

14.4.16 Originating 800 LEC Provided

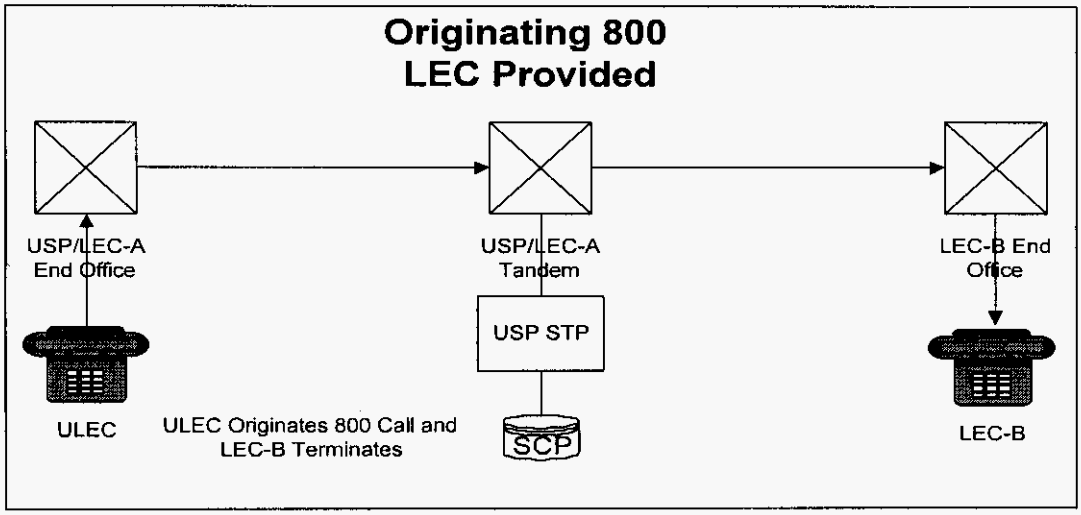

Figure 14-16 - Originating 800 from a ULEC to LEC-B through a USP/LEC-A (The tandem company is providing the SSP functionality)

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to LEC-B in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
For all options, the USP/LEC-A and ULEC will determine whether the end user record (01-01-25/10-01-25) is retained by the USP/LEC-A or passed to the ULEC then back to the USP/LEC-A.

It is assumed that the originating SSP office company would be accountable for generation and transmission of the end user record (01-01-25/10-01-25) to the 800 providing company, however, negotiations may dictate otherwise.

Under all options, the USP/LEC-A will provide the ULEC with an access record (11-01-25).

For option 1A, the USP/LEC-A will bill the LEC-B under their existing compensation relationship. The USP/LEC-A may bill the ULEC for unbundled elements under their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-01-25) to bill the LEC-B. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-01-25) to bill the LEC-B.

For options 2 and 3, the ULEC will use the access record (11-01-25) to bill the LEC-B. The USP/LEC-A will also use the access record (11-01-25) to bill their portion of the access under option 3.

Bill Verification
The access record (11-01-25) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC.

The LEC-B has the end user record (01-01-25/10-01-25) and the customer notification information to validate any billing. The LEC-B may also perform recording that would allow them to use their records for verification.

Footnote: For the purpose of this diagram LECs would include CLEC, ILEC and WSP.

14.4.17 Originating 800 LEC Provided

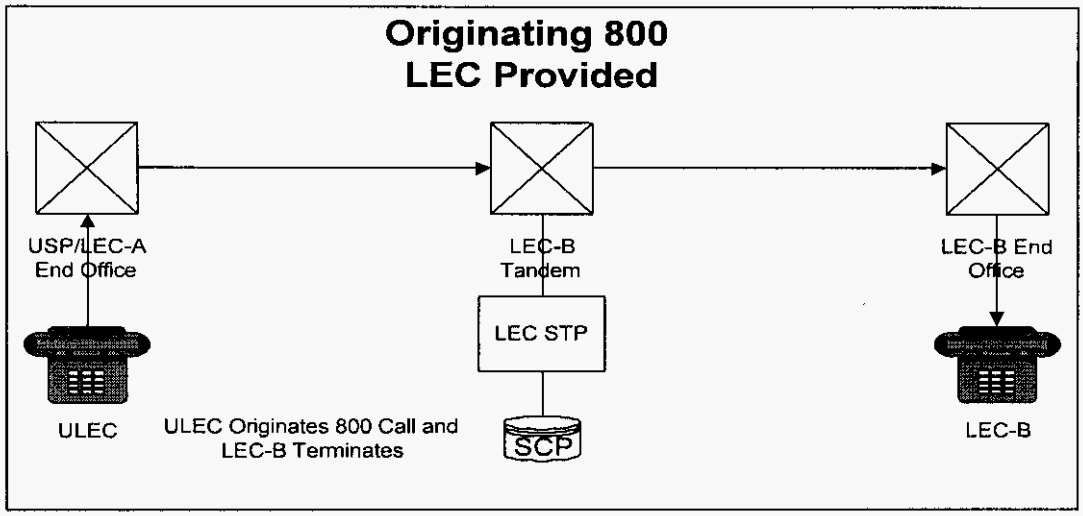

Figure 14-17 - Originating 800 to an LEC-B (LEC-B is the 800 service provider). (The tandem company is providing SSP functionality for LEC-A.)

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to LEC-B in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
The LEC-B may provide the USP/LEC-A with an end user record (01-01-25/10-01-25) or the LEC-B may retain this record. If the LEC-B provides a record to the USP/LEC-A, the USP/LEC-A may pass this record to the ULEC. The ULEC and USP/LEC-A will determine whether the end user record (01-01-25/10-01-25) is passed to the LEC-B by either the USP/LEC-A or ULEC.

It is assumed that the originating SSP office company would be accountable for generation and transmission of the end user record (01-01-25/10-01-25) to the 800 providing company, however, negotiations may dictate otherwise.

Under all options, the LEC-B will provide the USP/LEC-A with an access record (11-01-25). The USP/LEC-A will pass this record to the ULEC.

For option 1A, the USP/LEC-A will bill the LEC-B under their existing compensation relationship. The USP/LEC-A may bill the ULEC for unbundled elements under their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-01-25) to bill the LEC-B. When the USP/LEC-A is the bill rendering company, the USP will use the access record (11-01-25) to bill the LEC-B.

For options 2 and 3, the ULEC will use the access record (11-01-25) to bill the LEC-B. The USP/LEC-A will also use the access record (11-01-25) to bill their portion of the access under option 3.

Bill Verification
The access record (11-01-25) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC.

The LEC-B has the end user record (01-01-25/10-01-25) and the customer notification information to validate any billing. The LEC-B may also perform recording, which would allow them to use their records for verification.

14.4.18 Originating 800 LEC Provided

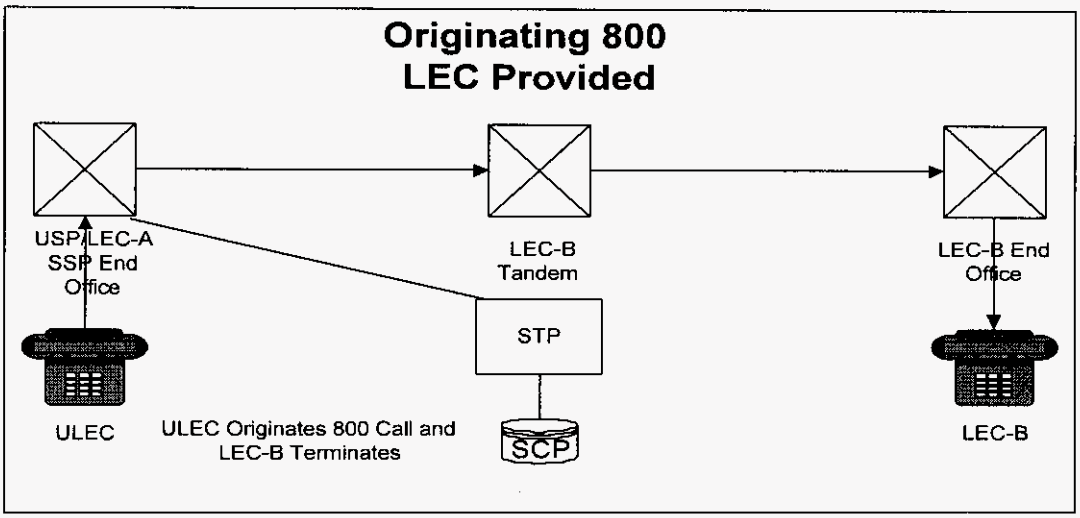

Figure 14-18 - Originating 800 to LEC-B (LEC-B is the 800 service provider) (LEC-A has SSP functionality)

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC and LEC-A will provide the customer notification information to LEC-B in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
The USP/LEC-A will generate an end user record (01-01-25/10-01-25). The USP/LEC-A may pass this record to the ULEC. The USP/LEC-A and ULEC will determine whether the end user record (01-01-25/10-01-25) is passed to the LEC-B by the USP/LEC-A or the ULEC.

It is assumed that the originating SSP office company would be accountable for generation and transmission of the end user record (01-01-25/10-01-25) to the 800 providing company, however, negotiations may dictate otherwise.

Under all options, the USP/LEC-A will provide the ULEC with an access record (11-01-25).

For option 1A, the USP/LEC-A will bill the LEC-B under their existing compensation relationship. The USP/LEC-A may bill the ULEC for unbundled elements under their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-01-25) to bill the LEC-B. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-01-25) to bill the LEC-B.

For options 2 and 3, the ULEC will use the access record (11-01-25) to bill the LEC-B. The USP/LEC-A will also use the access record (11-01-25) to bill their portion of the access under option 3.

Bill Verification
The access record (11-01-25) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC.

The LEC-B has the end user record (01-01-25/10-01-25) and the customer notification information to validate any billing. The LEC-B may also record, which allows them to use their record for verification.

14.4.19 Originating 800 Intra/Interstate – IXC Provided

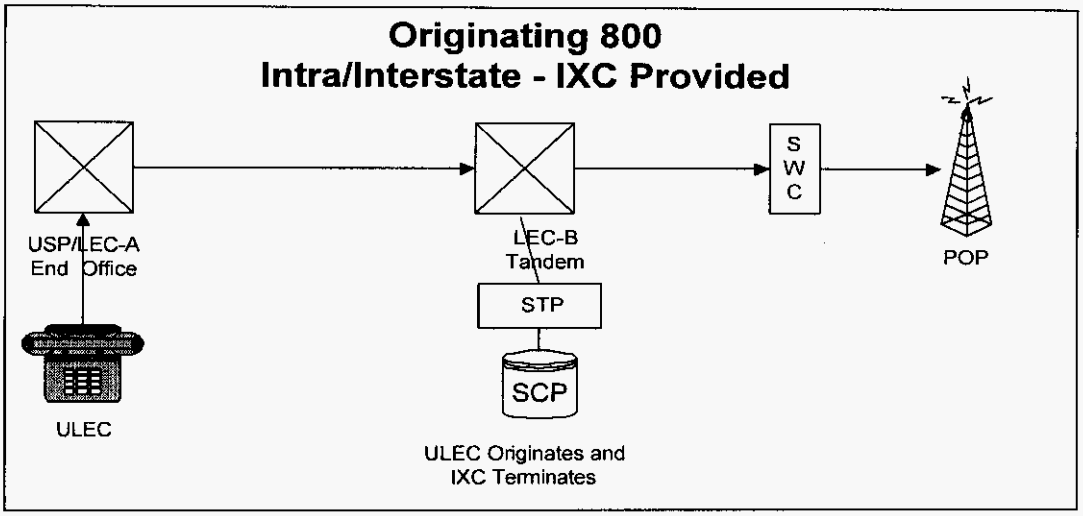

Figure 14-19 - Originating 800 from a ULEC to an IXC behind another LEC (The tandem company is providing SSP functionality.)

Notification Information
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A and LEC-B will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-01-25/10-01-25) provided for any of the billing options.

Under all options, the LEC-B will provide the USP/LEC-A with an access record (11-01-25). The USP/LEC-A will pass this record to the ULEC. The LEC-B should retain a copy of this record.

For option 1A, the USP/LEC-A and LEC-B will use the access record (11-01-25) to bill the IXC under their existing meet-point arrangement. The USP/LEC-A may bill the ULEC for unbundled elements under their contractual relationship.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-01-25) to bill the IXC. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-01-25) to bill the IXC. In either case, the LEC-B will use the access record (11-01-25) to bill their portion of the access in a multiple bill arrangement.

For options 2 and 3, the ULEC will use the access record (11-01-25) to bill the IXC. The LEC-B will use the access record (11-01-25) to bill their portion of the access in a multiple bill arrangement. The USP/LEC-A will use the access record (11-01-25) to bill their portion of the access under option 3.

Bill Verification

When unbundled elements are billed to the ULEC, the access record (11-01-25) provided to the ULEC by the USP/LEC-A and customer notification information will serve as the verification requirements for the ULEC.

The IXC will have their records and the customer notification information to serve as their verification requirements.

14.4.20 Originating 800 Intra/Interstate – IXC Provided

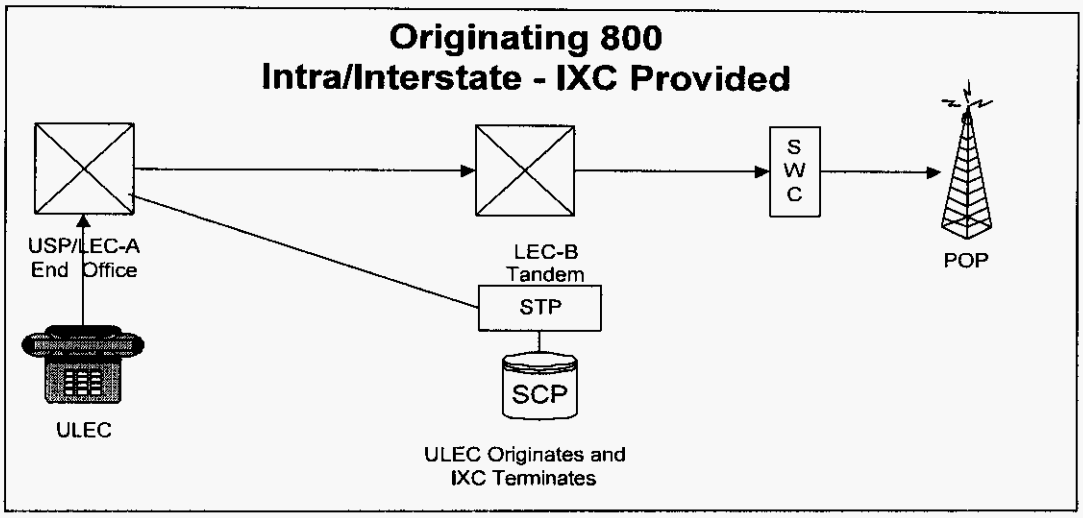

Figure 14-20 - Originating 800 from a ULEC to an IXC behind another LEC (LEC-A has SSP functionality.)

Notification
For all options, the USP/LEC-A will provide the LEC interconnection notification information to LEC-B and the ULEC in accordance with section 14.3.

For options 1B, 2 and 3, the ULEC, LEC-A and LEC-B will provide the customer notification information to the IXC in accordance with section 14.3. In addition, the ULEC will provide their bill data elements.

Record Exchange
There is no end user record (01-01-25/10-01-25) provided for any of the billing options.

Under all options, USP/LEC-A will provide the ULEC and LEC-B with an access record (11-01-25).

For option 1A, the USP/LEC-A and LEC-B will use the access record (11-01-25) to bill the IXC under their existing meet-point arrangement. The USP/LEC-A may bill the ULEC for unbundled elements under their contractual relationship or tariff.

For option 1B, when the ULEC is the bill rendering company, the ULEC will use the access record (11-01-25) to bill the IXC. When the USP/LEC-A is the bill rendering company, the USP/LEC-A will use the access record (11-01-25) to bill the IXC. In either case, the LEC-B will use the access record (11-01-25) to bill their portion of the access in a multiple bill arrangement.

For options 2 and 3, the ULEC will use the access record (11-01-25) to bill the IXC. The LEC-B will use the access record (11-01-25) to bill their portion of the access in a multiple bill arrangement. The USP/LEC-A will use the access record (11-01-25) to bill their portion of the access under option 3.

Bill Verification
When unbundled elements are billed to the ULEC, the access record (11-01-25) provided to the ULEC by the USP/LEC-A and the customer notification information will serve as the verification requirements for the ULEC.

The IXC will have their records and the customer notification information to serve as their verification requirements.

14.4.21 Local/IntraLATA - ULEC to ULEC

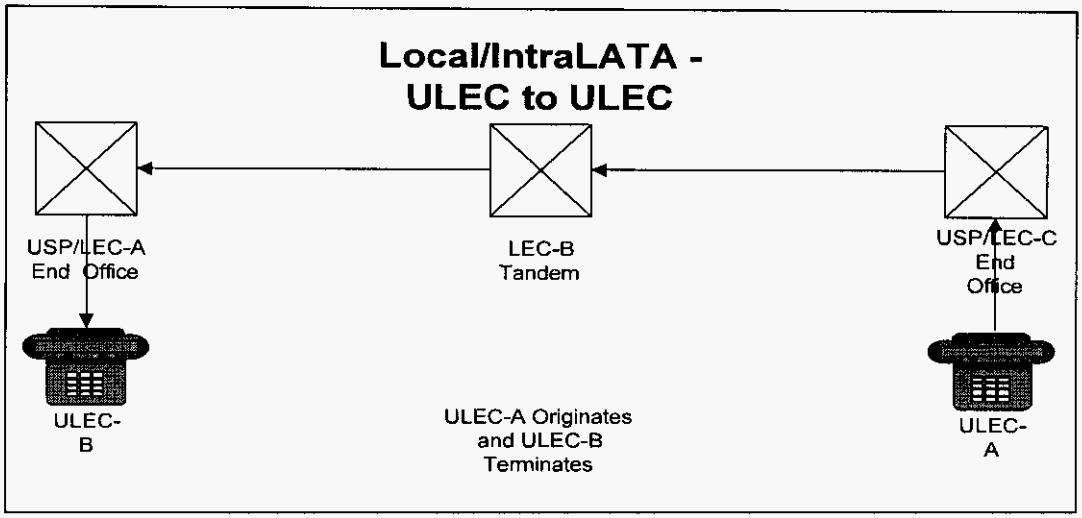

Figure 14-21 - Terminating local/intraLATA ULEC to ULEC through other LECs

Notification Information
For all options, the USP/LEC-C will provide the LEC interconnection notification information to ULEC-A and LEC-B. USP/LEC-A will provide the LEC interconnection notification information to ULEC-B and LEC-B. LEC-B will pass the information to the USP/LEC-C and USP/LEC-A. All notifications will be in accordance with section 14.3.

For options 1B, 2 and 3, ULEC-B, USP/LEC-A, and LEC-B will provide the customer notification information to ULEC-A in accordance with section 14.3. In addition, ULEC-B will provide their bill data elements.

Record Exchange
For all options, USP/LEC-C will provide ULEC-A with an end user record (01-01-XX/10-01-XX). There is no end user record (01-01-XX/10-01-XX) provided from USP/LEC-C to ULEC-B.

For all options, USP/LEC-C will not provide an access record (11-01-XX) to ULEC-A.
USP/LEC-A will provide an access record (11-01-XX) to ULEC-B.

LEC-B should have their recordings. Companies who do not have recordings may have contractual relationships for receipt of their records.

USP/LEC-C and ULEC-A
For option 1, USP/LEC-C receives the bills from LEC-B and USP/LEC-A and/or ULEC-B depending on the options negotiated between USP/LEC-A and ULEC-B.

For option 2, ULEC-A receives the bills from the LEC-B and USP/LEC-A and/or ULEC-B depending on the options negotiated between USP/LEC-A and ULEC-B.

For option 3, ULEC-A receives the bills from the LEC-B, USP/LEC-C, and USP/LEC-A and/or ULEC-B depending on the options negotiated between USP/LEC-A and ULEC-B.

LEC-B

LEC-B will send the bill to USP/LEC-C or ULEC-A depending on the option negotiated between USP/LEC-C and ULEC-A

USP/LEC-A and ULEC-B For option 1A, USP/LEC-A sends the bills to USP/LEC-C or ULEC-A depending on the options negotiated between USP/LEC-C and ULEC-A.

For option 1B, when USP/LEC-A is rendering the bill, USP/LEC-A will send the bill to USP or ULEC-A depending on the options negotiated between USP/LEC-C and ULEC-A. When ULEC-B is rendering the bill, ULEC-B will send the bill to USP/LEC-C or ULEC-A.

For option 2, ULEC-B sends the bills to USP/LEC-C or ULEC-A depending on the options negotiated between USP/LEC-C and ULEC-A.

For option 3, USP/LEC-A and ULEC-B sends the bills to USP/LEC-C or ULEC-A depending on the options negotiated between USP/LEC-C and ULEC-A.

Bill Verification
The end user record provided to ULEC-A by USP/LEC-C will serve as bill verification requirements for the ULEC-A. The USP/LEC-C also has their switch records to validate any billing they may receive from the LEC-B and USP/LEC-A and ULEC-B.

The USP/LEC-C to ULEC-A and USP/LEC-A to ULEC-A provides the T/O ratio. The ULEC-A and ULEC-B may validate the T/O via an audit process.

The access record (11-01-XX) exchange from USP/LEC-A to ULEC-B will serve as the verification requirements for ULEC-B

For options 1A and 1B, the USP/LEC-C and USP/LEC-A will provide the LEC-B and each other the minimum requirements listed in section 14.3.

For options 1B, 2 and 3, ULEC-A and ULEC-B will provide the LEC-B and each other the minimum requirements listed in section 14.3.

15. ACRONYMS

ACNA	Access Customer Number Abbreviation
ACTL	Access Customer Terminal Location
ASOG	Access Service Ordering Guidelines
ASR	Access Service Request
AT	Access Tandem
ATC	Access to Carrier
ATIS	Alliance for Telecommunications Industry Solutions (formerly ECSA)
AUR	Access Usage Record
BAN	Billing Account Number
BDT	Billing Data Tape
BOS	Billing Output Specifications
BSA	Basic Service Arrangement (ONA)
BP	Billing Percentage
CABS	Carrier Access Billing System
CARS	CABS Auxiliary Report Specifications
CFA	Connecting Facility Assignment
CIC	Carrier Identification Code assigned by NANPA
CKL	Circuit Location
CKLT	Circuit Location Terminal
CLC	Carrier Liaison Committee
CLCI	Common Language Circuit Identification
CLEC	Competitive Local Exchange Carrier
CLEI	Common Language Equipment Identifier
CLFI	Common Language Facility Identifier
CLLI	Common Language Location Identification code
CMRS	Commercial Mobile Radio Service
CSR	Customer Service Record
DA	Directory Assistance
DAL	Dedicated Access Lines
DTO	Dial Tone Office
EC	Exchange Carrier
EC CKTID	EC Circuit Identifier
ECSA	Exchange Carrier Standards Association (now ATIS)
EMI	Exchange Message Interface
EO	End Office
FB	Facility-Based
FCC	Federal Communications Commission
FGA	Switched Access Feature Group A
FGB	Switched Access Feature Group B
FGC	Switched Access Feature Group C
FGD	Switched Access Feature Group D
FID	Field Identifier
FOC	Firm Order Confirmation
HBAN	High Capacity Billing Account Number
Hicap	High Capacity

IC	Interexchange Carrier
IC CKTID	IC Circuit Identifier
ICO	Independent Telephone Company
ID	Identification
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LATA	Local Access Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LNP	Local Number Portability
LOA	Letter of Authorization
LRN	Location Routing Number
LSOG	Local Service Ordering Guidelines
LSR	Local Service Request
LTL	Local Transport Location
LTR	Local Transport Restructure
MECAB	Multiple Exchange Carrier Access Billing [document]
MECOD	Multiple Exchange Carrier Ordering and Design
MM	Multiple Bill reflecting Single Tariff
MO&O	Memorandum Opinion and Order
MOU	Minutes of Use
MPB	meet-point Billing
MRG	MECAB Review Group
MSC	Mobile Switching Center
MTA	Major Trading Area
MT	Multiple Bill reflecting Multiple Tariff
MTS	Message Telephone Service
NECA	National Exchange Carrier Association
NPA-NXX	Numbering Plan Area - Central Office Unit
OBF	Ordering and Billing Forum
OC&C	Other Charges and Credits
OCN	Operating Company Number
ONA	Open Network Architecture
OTID	Office Tape Identification
PCS	Personal Communications Service
PDR	Percent Direct Routed
PIU	Percent Interstate Usage
PICC	Primary Interexchange Carrier Charge
PLU	Percent Local Use
POI	Point of Interconnection
POP	Point of Presence
POT	Point of Termination
PTR	Percent Traffic Routed
SCP	Switching Control Point
SECAB	Small Exchange Carrier Access Billing (document)
SM	Single Bill - Multiple Tariff
SS	Single Bill - Single Tariff
SSP	Signaling Switching Point

STP	Signaling Transfer Point
SWC	Serving Wire Center
TGN	Trunk Group Number
T/O	Terminating to Originating
ULEC	Unbundled Local Exchange Carrier
UNE	Unbundled Network Elements
USP	Unbundled Service Provider
V&H	Vertical and Horizontal
WAL	WATS Access Lines
WATS	Wide Area Telecommunications Service
WSP	Wireless Service Provider

ATIS-0404120-0007

Multiple Exchange Carriers Ordering and Design (MECOD)

Guidelines for Access Service

Version 7

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The Alliance for Telecommunication Industry Solutions (ATIS) is a technical planning and standards development organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Over 1,100 participants from more than 350 communications companies are active in ATIS' 23 industry committees, and ATIS' Incubator Solutions Program. < http://www.atis.org/ >

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> "This form/screen is based upon the Ordering and Billing Forum's (OBF) industry consensus approved guidelines, found in the Access Service Ordering Guidelines (ASOG) document. The ASOG may be obtained by contacting the Alliance for Telecommunications Industry Solutions (ATIS) at 1-800-387-2199 or: https://www.atis.org/atis/docstore/index.asp."

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MECOD VERSION 7 SYNOPSIS OF CHANGES

MECOD VERSION 6 CHANGES - ISSUES INCLUDED IN THIS SYNOPSIS	
ISSUE NUMBER	**DESCRIPTION**
3312/ISOP	MECOD: Remove references to the Generic Design Layout Report (GDLR) in the Multiple Exchange Carriers Ordering and Design Document - ATIS-0404120-0006

The following table depicts the type of change category definitions:		
TYPE OF CHANGE	=	**CATEGORY DEFINITIONS**
NEW	=	Adding a new field
REM	=	Removing an existing field
FN	=	Field/Tag name change (e.g., EXEMPT REASON changed to ER)
FORMAT	=	Field format change (e.g., moved to another section of the form, etc.)
DEF	=	Definition change
DEFN	=	Definition notes addition, change, deletion
VE	=	Valid entries addition, change, deletion
VEN	=	Valid entry notes addition, change, deletion
USE	=	Usage statement change
USEN	=	Usage notes addition, change, deletion
DC	=	Data characteristics change (e.g., change from numeric to alpha/numeric)
DCL	=	Data characteristics length change
DCN	=	Data characteristics note addition, change, deletion
EX	=	Example addition, change, deletion
EXN	=	Example notes addition, change, deletion
FORM	=	Changes made to the ASR forms (i.e., additions, rearrangements, field length

MECOD VERSION 7 SYNOPSIS OF CHANGES

The following table depicts the type of change category definitions:		
TYPE OF CHANGE	**=**	**CATEGORY DEFINITIONS**
		changes or deletions of fields)
GLOSSARY	=	Identifies changes within the glossary sections (i.e., additions or deletions of fields)
TEXT	=	Identifies changes within the text of a section (i.e., additions or deletions of fields)

SYNOPSIS OF CHANGES				
ISSUE #	**Field/ Section**	**Type Of Change**	**Description of Change**	**Field Length**
3312	5.2	TEXT	Update section to remove Generic DLR Guidelines reference	
NOTES: N/A				

ATIS-0404120-0007
Issued April 8, 2009

Effective April 8, 2009
Implemented April 8, 2009

MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN

(MECOD) GUIDELINES FOR ACCESS SERVICE

TABLE OF CONTENTS

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1. GENERAL

1.1 These guidelines establish methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs). No wording in this document is intended to represent or imply that the involved Exchange Carriers (ECs) must serve separate and discrete geographic areas. These guidelines cover the ordering and design process from submission of an Access Service Request (ASR) through issuance of work documents. These guidelines are based on the concept of one of the involved ECs being placed in an access service coordination role.

The determination of implementing a multiple Exchange Carrier ordering arrangement between ECs that operate in the same territory is based upon EC to EC negotiations where the regulatory environment permits. When all involved ECs agree to a multiple Exchange Carrier ordering arrangement, these guidelines are used.

In an effort to insure that all possible providers, users and customers of Access Services are addressed in all issues and documentation maintained by or on behalf of the Ordering and Billing Forum, two terms describing these providers, users and customers will be used, AC (Access Customer) and AP (Access Provider).

Throughout this document, the term IC (Interexchange Carrier) covers activity associated with the Access Customer (AC) and EC (Exchange Carrier) covers activity associated with the Access Provider (AP).

Their use, however, does not imply exclusivity within the AC and AP categories.

1.2 All changes made to this document are reflected in the Summary of Change.

1.3 Coordination requirements of all ECs may not be fully covered in this document because each EC has varying views and needs regarding its relationship with Other Exchange Carriers (OECs). This document does however, provide a framework for ordering and design requirements.

All references in this document regarding Feature Group A (FGA) and/or Feature Groups B, C, and D (FGB, FGC, FGD) include the equivalent lineside Basic Service Arrangement (BSA) or the equivalent trunkside BSA, respectively. The guidelines in this document apply to an individual service provided by more than one EC.

1.4 An "Access Service Coordination" (ASC) concept will be utilized to provide the required coordination for each function, i.e., negotiation, design, installation and maintenance. These functions will have an EC designated to perform the ASC role; that EC will be identified by the term ASC-EC and may be a different EC for each of the functions. The ASC concept provides for (1) a single EC point of contact/interface between the IC and the ECs and (2) a coordinator for the activities of the involved ECs.

Before an ASR is issued by the IC for an access service involving multiple ECs, the ECs involved should have developed a mutually agreeable working arrangement to allow one or more of the ECs to perform "Access Service Coordination" (ASC) for all services requested. The ASC-EC concept as embodied in this document will be utilized regardless of the method of billing employed by the involved ECs. It will be the responsibility of each EC to work cooperatively with the IC and other ECs to ensure that access services are installed, tested and turned up in a timely manner and that trouble conditions are resolved without undue delay. The ASC for Meet Point Services may be determined by the following method when not specifically designated by the responsible providers per paragraph 1.6 and Section 12.

A. First point of switching for the service requested

B. First point of bridging for the service requested

C. Service Termination/Delivery Address (SECLOC) of the service requested

1.5 The EC to EC arrangements should also include the parameters for the exchange of various data elements that will ensure accurate and verifiable billing as outlined in the Ordering and Billing Forum's "Multiple Exchange Carrier Access Billing (MECAB) Guidelines."

1.6 For greater clarity of the IC/EC relationship in a multiple EC environment, the OBF recommends that, on a LATA-by-LATA basis, the involved ECs, on a combined or individual basis, develop and furnish written notification to the ICs identifying by types of access services the ECs providing the ASC-EC function for negotiation, design, installation and maintenance, and the DLR distribution arrangement. The ASC-EC process matrix is provided in Section 12 as an exhibit of how this may be done.

1.7 The ASC-EC will provide the negotiation organization locations and the telephone numbers of the ASC-EC contact groups responsible for negotiations, design, installation and maintenance to the OECs.

1.8 In the event the ASC responsibilities are changed for any of the four phases of the process as a result of EC-to-EC arrangements, notification as described in 1.6 and 1.7 should be provided within 30 days.

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2. ASSUMPTIONS

2.1 The IC is responsible for distribution of a common/identical ASR to all known ECs between the ACTL/PRILOC to SECLOC involved with the access service for all activity types. If an access service is provided by more than one EC, the order will be processed as multi-EC. This includes ECs that provide that portion of the access service transiting between the ECs at either end of the overall access service. These access services comprise all Special and Switched Access Services including those where the service between an IC POP and an EC Tandem switch is entirely provided by one EC and one or more End Offices subtending the Tandem belong to another EC.

2.2 The ASR will reflect the entire access service including associated options regardless of the number of ECs involved.

2.3 The ASR issued to the ECs involved should include identical information that meets the ASC-ECs business process requirements to provide overall service. All other ECs involved with providing the overall service will accept the ASR as submitted by the IC. When exceptions to this requirement are determined to be necessary, the ASC-EC should coordinate the resolution with the IC and ECs.

2.4 One of the ECs will assume the responsibility for performing the Access Service Coordination (ASC) role. This company will be identified as the ASC-EC while the other involved ECs will be identified as OECs in this document.

2.5 The ASC-EC assignment(s) can vary both by types of service and by ECs involved. It will be locally determined by the involved ECs and will be made available to the IC prior to ASR issuance.

2.6 The ASC-EC function 1) may be performed by the same EC for the life of the access order; or 2) may vary through the stages of the order depending on local agreements; e.g., in some situations there may be one ASC for negotiation and one for the design state.

2.7 The ASC-EC will assume the lead coordination role to ensure that the access service provided satisfies what was ordered on the ASR.

2.8 The ASC-EC will establish the common circuit/facility identification for the access service and provide it to the IC and all involved ECs. For this to be a viable procedure, this assignment should conform to some standard. A long-term goal is to develop this standard (see note following). In the event that the ASC-EC is not presently using COMMON LANGUAGE® Codes for Circuit/Facility Identification (CLCI), and one or more of the OECs is using CLCI™-SS, CLCI™-MSG or CLFI™, the ASC-EC will obtain a Circuit/Facility ID from one of the involved OECs using CLCI-SS, CLCI-MSG or CLFI and pass that Circuit/Facility ID back to the IC and all involved ECs. For the subsequent steps of design, installation and maintenance, the OECs (and ASC-EC when they obtain CLCI-SS, CLCI-MSG or CLFI from an OEC) are responsible for maintaining the relationship between their internal identification and the ASC-EC established access service circuit/facility identification.

The previous discussion does not address the case where the ASC-EC and none of the OECs are using CLCI-SS, CLCI-MSG or CLFI. In this situation the involved ECs should work out a circuit/facility ID suitable to their respective requirements. It would be desirable to use some scheme that could readily convert to an industry standard at some future date.

The ASC-EC will coordinate with the OECs and will notify the IC of any changes to the common EC circuit or facility identification.

NOTE: This assumption will remain effective while the industry works to establish a common circuit/facility identification process for a given access service. The Ordering and Billing Forum (OBF) recommendation for common circuit/facility identification is CLCI-SS, CLCI-MSG and CLFI.

2.9 The ASC-EC will negotiate common critical dates with the involved OECs and provide this information to the IC on the FOC. Common critical dates are identified in Paragraph 3.4.

2.9.1 Escalation activity related to any one of the ECs meeting the overall service delivery requirements will be the direct responsibility of the IC.

2.10 A common completion date will be utilized by all involved ECs. Therefore, with the exception of the case covered in paragraph 8.2, no EC may complete/start billing its portion of the access service until the entire service is completed and accepted by the IC.

2.11 If one or more ECs cannot complete their portion of the overall access service on the Due Date, it should be considered a jeopardy situation by all ECs involved. A missed due date under these conditions should not be treated as a customer not ready miss. The ASC-EC is responsible for notifying all ECs of the status of the order (e.g. Due Date jeopardy or completion notification).

2.12 The ASC-EC is responsible for notifying the IC of additional ECs identified during the negotiation and/or design functions. The IC is responsible for distributing the ASR to the additional ECs.

2.13 Facilities involved in provisioning and restoration of the TSP services as defined in the Ordering and Billing Forum Telecommunications Service Priority (TSP) System document may involve more than one EC. While all ECs and ICs are expected to cooperate with each other, each EC/IC is obligated to provision and restore only the facilities of the service that it is providing.

2.14 The context of this document outlines the flow for ordering and design of a new access service as depicted in Section 11 - Exhibit. The same guidelines should hold for a change to an existing service or disconnect orders. Critical dates, due dates, and intervals for these type orders also would generally be negotiated as presented in paragraph 3.3 following (OBF Issue #851).

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3. NEGOTIATION

3.1 The IC will provide ASRs to the negotiation organizations of all ECs known to be involved in the access service as listed in the F.C.C. tariffs and other industry documents, e.g., Local Exchange Routing Guide (LERG). The ASR issued to the ECs involved should include identical information that meets the ASC-ECs business process requirements to provide overall service, e.g., the same Purchase Order Number (PON), Network Channel (NC), Network Channel Interface (NCI), codes for all Points of Termination (POT). When TSP service is being requested on an access service, the ASR to the involved ECs will include the 12 character TSP Authorization Code.

3.2 For trunk terminated feature groups, the ASC-EC will work with OECs to develop a serving plan which included traffic routing and the number of trunks required.

3.3 The provisioning interval from Application Date (APP) to Due Date (DD) will be determined on a case-by-case basis unless previously determined by the involved ECs. However, all ECs should make a good faith effort to meet the IC's Desired Due Date (DDD). Common critical dates for all ECs will be negotiated by the ASC-EC with the OECs for Application Date (APP), Engineering Information Report Date (EIRD), Design Layout Report Date (DLRD), Confirming Design Layout Report Date (CDLRD), Plant Test Date (PTD), Due Date (DD), Facility Design Layout Report Date (FDLRD), Facility Confirming Design Layout Report Date (FCDLRD), Facility Plant Test Date (FPTD) and Facility Due Date (FDD).

When TSP services are part of the Access order, the following must be considered for interval determination:

1. A TSP Provisioning Code E, indicates the service ordered is in the emergency NSEP category and the involved ECs will allocate the resources necessary to provide this service as soon as possible, working outside of normal business hours when necessary

2. A TSP Provisioning Code of 1, 2, 3, 4 or 5 indicates the service is in the essential NSEP category and the involved ECs will make their best effort to meet the ICs desired due date

3. When the provisioning interval is extremely short, it may be necessary for the IC to provide the ASR information verbally to the involved ECs. In such cases a confirming ASR (including all of the information verbally provided) must follow at the earliest possible date

3.4 The OECs will provide adequate information to the ASC-EC so that a Confirmation Notice (CN) can be sent to the IC by the ASC-EC.

The ASC-EC will provide the common APP, EIRD, DLRD, CDLRD, PTD, DD, FDLRD, FCDLRD, FPTD, FDD and circuit/facility identification (e.g., CLCI-SS, CLCI-MSG or CLFI) to each involved OEC.

3.4.1 The ASC-EC will be responsible for issuing the FOC that defines the overall critical dates utilized to coordinate and schedule end to end service delivery. This will include the common APP, DLRD, CDLRD, PTD, DD, FDLRD, FCDLRD, FPTD, FDD, EBD, and circuit/facility identification, as well as valid recording information (e.g., WRO, FSO, RTN, DTN, STN and PTN) as defined in ATIS-0404009 and ATIS-0404011 for WATS/800 access orders, and if applicable, the 12 character TSP Authorization Code.

3.5 Additional ECs may be identified during the negotiation and/or design functions. When this occurs, the ASC-EC will:

1. Notify the IC of all newly identified ECs to enable the IC to issue the ASR to the additional ECs

2. Confirm the existing critical dates or negotiate new critical dates

3. Notify all ECs of the changes

Confirmation Notice (CN) supplements will be issued in the same manner as the original CN (i.e., see paragraph 3.4).

3.6 The ASC-EC will also be responsible for the following activities on behalf of all involved ECs:

1. Negotiating on a day-to-day basis with the IC

2. Notifying the IC of any jeopardy conditions on the order, as required

3.7 Situations may exist where the provisioning of TSP service(s) will involve more than one EC. These TSP services will be provisioned in accordance with Ordering and Design Guidelines for Access Services provided by Multiple Exchange Carriers.

4. ORDERING PREPARATION AND ISSUANCE

4.1 All ECs will issue their own service orders or equivalent documents for provisioning and/or billing of the access service within their respective companies. All EC orders will carry the following:

1. The same common critical dates described in Paragraph 3.4
2. As found on the ASR, - same Purchase Order Number (PON), - same Circuit Reference CKR), - same TSP Code, when applicable, and for purposes of design, installation and maintenance, the common circuit/facility identification

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5. DESIGN

5.1 The ASC-EC or designated EC has the responsibility to ensure that the designed access service meets the ordering criteria including TSP requirements as previously stated in 3.3. Each OEC will provide an Engineering Information Report (EIR) by EIRD to the ASC-EC or designated EC. The EIR will contain all information including a 2 character TSP Code when applicable, required (e.g. for CLCI-SS, CLCI-MSG and CLFI) to assemble a Design Layout Report (DLR). This would include but is not limited to the interoffice facilities and mileages, the transmission and signaling equipment, the local loop makeups, the Network Channel Termination Equipment, the last facility or equipment assignment at the Point of Termination and the OEC's design contact.

5.2 If a DLR has been requested by the IC, the DLR content should be in accordance the DLR-ISI. The DLR information can be issued to the IC's design contact, on or before the DLRD, by one of the following procedures:

1. The ASC-EC or designated EC will be responsible for issuing an overall DLR

2. The ASC-EC or designated EC may bundle the individual EC DLR/EIRs and provide them as a package

3. Each EC may provide its DLR for its portion of the access service, if mandated by tariff

5.3 If the IC elects to provide a Confirming Design Layout Report (CDLR), the IC must make provisions so that the ASC-EC will receive the CDLR on or before the Confirming Design Layout Report Date (CDLRD). If the CDLR is not received by the CDLRD, the access service provisioning will stop. The contact person in the ASC-EC or designated EC who is responsible for the access design shall notify the OECs of the acceptance or rejection of the DLR or delay of the CDLR by the IC.

5.4 If any EC determines prior to installation work order issuance that there are inadequate facilities or equipment to provide the access service, the EC involved will obtain an estimated completion date and through their normal lines of communication notify the ASC-EC negotiation organization. It will be the responsibility of the ASC-EC to notify all other ECs involved and to coordinate resolving the jeopardy condition with the IC on behalf of all ECs. The EC that cannot satisfy the access service ordered will notify the ASC-EC and the provisioning process for the access service will stop until:

1. The IC agrees the service ordered can be provided with an EC identified rescheduled due date as coordinated by the ASC-EC

2. The IC initiates a change to the service ordered, based on a Customer/Provider negotiated solution

3. The service ordered is cancelled by the IC

5.5 Once the EIR, DLR and CDLR have been satisfied, each EC will issue installation work orders for its portion on the access service to its installation work forces. The ASC-EC or designated ECs installation work force will receive an entire intraLATA access service work order.

6. TSP PREEMPTION

6.1 When spare facilities are unavailable, it may be necessary for the IC/EC to preempt a service to obtain the facilities required to provision or restore a TSP service.

A. When preemption is necessary, the sequence in which existing services may be reempted is as follows:

   1. Non-TSP services
   2. TSP services, selected in the inverse order of their TSP priority level assignment

B. When preemption is required to provision or restore a TSP service, the consent of the service user whose service will be preempted is not required. The EC will restore the preempted service following normal maintenance procedures and apply billing account credit, if applicable, and in accordance with the appropriate tariff.

For these cases, in the event an IC must preempt an existing access service, the EC will notify the IC and ASC-EC and/or OEC involved of the preemption. The IC will be responsible for notifying their preempted end user(s) on both ends of the interLATA service, if applicable.

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7. INSTALLATION AND MAINTENANCE

7.1 Installation and maintenance procedures for Access Service provided by multiple exchange carriers are detailed in the following Network Interconnection Interoperability Forum – Network Interoperability Committee Installation and Maintenance Operations Reference Documents:

- Part I, Installation and Maintenance Responsibilities for Special Access Service, WATS Access Lines and Switched Access Services Feature Group A. Document #ATIS-0300009

- Part II, Installation and Maintenance Responsibilities for Switched Access Service for Feature Groups B, C, and D. Document #ATIS-0300010

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8. COMPLETION

8.1 When the access service is accepted by the IC, the ASC-EC will inform all OECs of the completion date thus ensuring that a common completion date is utilized by all involved ECs. Upon completion, the ECs having no physical circuit activity should ensure that appropriate billing (as outlined in the OBF MECAB) and record keeping activities are applied. Therefore, with the exception of the case covered in paragraph 8.2, no EC may complete/start billing its portion of the access service until the entire service is completed and accepted by the IC.

8.2 If, following issuance of installation work orders, an EC(s) cannot complete its portion of the overall access service on the due date; this should be considered a jeopardy situation by all ECs involved. The OECs should contact the ASC-EC when a jeopardy situation occurs and the ASC-EC is responsible for notifying the ICs as well as all other ECs. The ECs involved should not cancel or complete their service request nor request the IC to modify or cancel their service request without IC notification/negotiation. A missed due date under these conditions should not be treated as a Customer Not Ready. If, after a specified period of time past the due date, the overall access service remains incomplete due to EC problems, those ECs who have completed their portion of the access service will review the status of the incomplete portions via the ASC-EC to determine the actual or approximate duration of the existing jeopardy condition and negotiate an appropriate resolution with the IC.

Based on this review, if it is established that the problem cannot be resolved within an additional reasonable period of time, the IC, at its option, may be required to either begin paying for those portions of the service which have been completed or cancel its entire request for service and resubmit ASRs at a later date.

The OBF recommends that an Access Service Request (ASR) supplement be issued by the IC, if the service is to be canceled. It is further recommended that no cancellation charges be billed to the IC in the above situation.

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9. BILLING

9.1 Billing and adjustments procedures for Access Services provided by Multiple Exchange Carriers are detailed in the current version of the Ordering and Billing Forum Multiple Exchange Carrier Access Billing (MECAB) document.

9.2 The ASC-EC concept as embodied in this document will be utilized regardless of the method of billing employed by the involved ECs. The issue of potential billing of one Exchange Carrier by another in the case where an EC cannot meet the due date is an EC-EC matter and is not appropriate to be addressed in this document.

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10. ADDITIONAL POST-INSTALLATION ACTIVITIES

10.1 The primary contractor will be responsible for reconciliation of TSP services with each involved EC.

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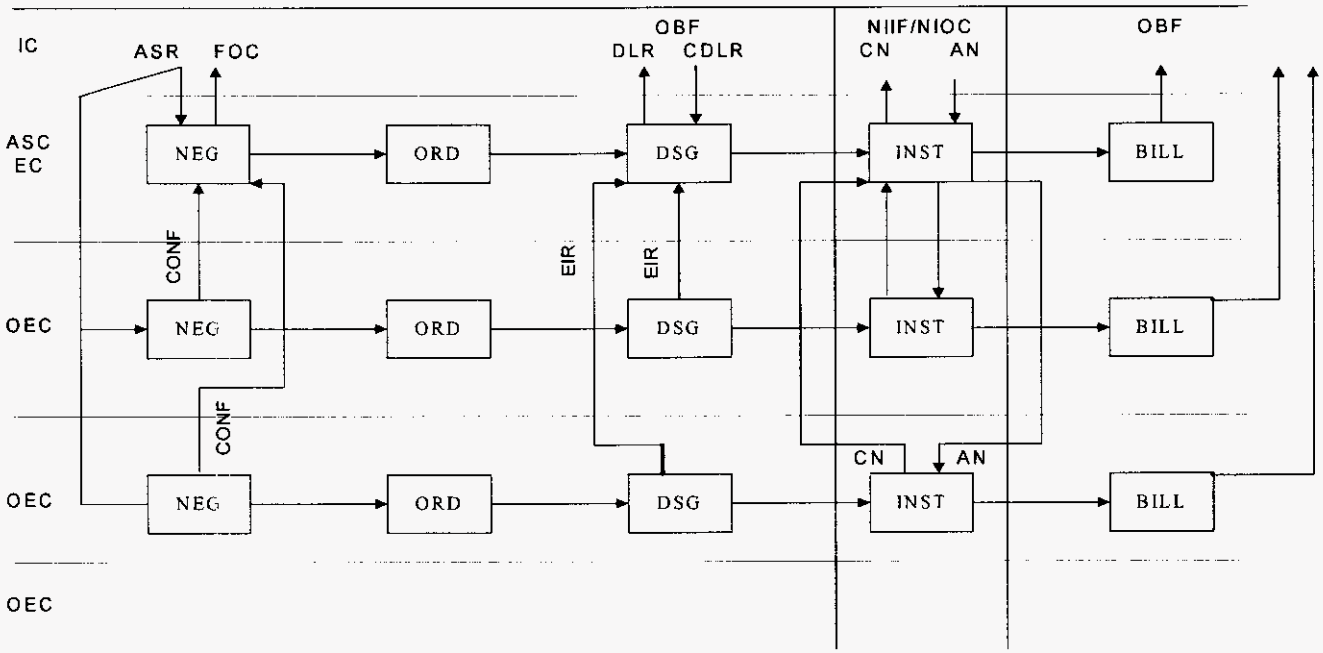
11. EXHIBIT - ORDERING AND PROVISIONING FLOW CHART



11. EXHIBIT - ORDERING AND PROVISIONING FLOW CHART (CONT')

AN	=	Acceptance Notification
ASC	=	Access Service Coordinator
ASR	=	Access Service Request
BILL	=	Billing Function
CDLR	=	Confirming Design Layout Report
CN	=	Completion Notification
CONF	=	Confirmation
DLR	=	Design Layout Report
DSG	=	Design Function
EC	=	Exchange Carrier
EIR	=	Engineering Information Report
FOC	=	Firm Order Confirmation
IC	=	Interexchange Carrier
INST	=	Installation Function
NEG	=	Negotiation Function
NIIF	=	Network Interconnection
/NI		Interoperability Forum – Network
OC		Interoperability Committee
OBF	=	Ordering and Billing Forum
OEC	=	Other Exchange Carriers
ORD	=	Order Issuance Function

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12. EXHIBIT - ACCESS SERVICE COORDINATION (ASC-EC) PROCESS MATRIX

Company Name:_____

		AGREEMENTS WITH				
SERVICE	QUALIFYING DESCRIPTION	Company Name	Company Name	Company Name		
Feature Group A						
Transport						
1. (SVC TYPE) 2. 3.						
Trunking						
WATS						

- Fields are expandable as REQUIRED

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12.1 FIELD DESCRIPTION

1.	**Company Name -**	Issuing company
2.	**Service -**	Service configuration or product
3.	**Qualifying Description -**	Unique requirements for coordinating assignment (i.e. Dial tone office owner, mux office owner)
4.	**Agreements With -**	Indicates the companies to which the qualifying description applies

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10. Meet Point Billing (MPB) Arrangements

10.1 The Parties shall establish Meet Point Billing arrangements under which they shall jointly provide Switched Exchange Access services to third-party IXCs. To the extent not inconsistent with this Section 10, such Meet Point Billing arrangements shall comply with the provisions of the MECOD and MECAB documents published by the Alliance for Telecommunications Industry Solutions ("ATIS"), and, to the extent not inconsistent with the MECOD and MECAB documents, with each Party's Tariffs.

10.2 For Meet Point Billing arrangements established under this Agreement, the Parties shall use the "Multiple Bill Option," under which each Party bills the third-party IXC for those portions of Switched Exchange Access service that Party provides to the IXC. The Parties shall exchange, at no charge, any administrative or billing information reasonably necessary to allow each Party to appropriately bill the IXC.

10.3 For avoidance of doubt, in connection with any Meet Point Billing arrangement established under this Agreement:

(a) Subject to the Parties' obligations under Section 2.1 of this Interconnection Attachment, neither Party shall impose any charges on the other Party for any facilities, trunking, services, or serving arrangements. Instead, each Party shall bill the IXC for all such facilities, trunking, or services.

(b) Each Party shall make available to third-party IXCs a jointly-provided Tandem-Switched Transport service, under which transport is provided between the tandem or equivalent switch of one Party to the end office of the other Party, with the rating of the service to the IXC in accordance with each Party's respective Tariffs governing such Tandem-Switched Transport service.

10.4 Subject to the provisions of Sections 10.2 and 10.3 hereof, the Parties shall, by mutual agreement, determine to route Meet Point Billing traffic over (a) interconnection facilities and trunks used to carry Reciprocal Compensation and other traffic; (b) the same interconnection facilities used to carry Reciprocal Compensation and other traffic, but isolate such Meet Point Billing traffic on separate trunk groups; (c) separate facilities and trunks; or (d) some combination of (a), (b) and (c) above. If the Parties are unable, through good faith negotiations undertaken for a commercially reasonable period, to determine the facility and trunking arrangements applicable to Meet Point Billing traffic, then the dispute resolution provisions of Section 14 of the General Terms and Conditions shall apply.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Rebuttal Testimony were sent via Hand Delivery* and U.S. Mail on April 16, 2010 to:

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