

**ATTACHMENT 6**

**LOCAL SERVICES RESALE, UNBUNDLED NETWORK ELEMENT AND  
INTERCONNECTION BILLING AND RECORDING**

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**LOCAL SERVICES RESALE, UNBUNDLED NETWORK ELEMENT AND  
INTERCONNECTION BILLING AND RECORDING**

**I. General**

This Attachment describes the requirements for GTE to bill and record all charges AT&T incurs for purchasing wholesale Local Services for resale and Unbundled Network Elements and Combinations, and the billing procedures to be followed when AT&T is Interconnected to GTE Network facilities. The specific requirements for Local Service Billing are set forth in Appendix A; the specific requirements for Unbundled Network Element Billing are set forth in Appendix B; and the specific requirements for Interconnection Billing are set forth in Appendix C.

**I. Additional Requirements**

Additional requirements, which, when applicable, govern Local Service, Unbundled Network Element and Interconnection Bills, and which are necessary to ensure the accurate billing and recording of charges, are set forth below..

**A. Bill Accuracy Certification and Validation**

1. The Parties agree that in order to ensure the proper performance and integrity of the entire Billing process, GTE will be responsible and accountable for transmitting to AT&T accurate and current bills. GTE agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Elements, Combination and Local Services ordered and used by AT&T as well as accurate Meet Point Billing Data and Mutual Collection Data. In addition, the following certification procedures shall be followed:
2. AT&T and GTE agree to replicate for the purposes of this Agreement the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement executed on [\_\_\_\_\_] by AT&T and GTE which governs the certification of access bills for interLATA and intraLATA calls.

3. Until Bills and Data are certified as provided by Section 12.2 bill and data accuracy will be validated through the following procedures:
4. Subject to GTE's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit GTE's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of GTE's billing, data and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to GTE.
5. GTE shall promptly correct any error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Attachment 1.
6. GTE shall cooperate fully in any such audit, providing reasonable access to any and all appropriate GTE employees and books, records and other documents reasonably necessary to assess the accuracy of GTE's bills, data and invoices.
7. AT&T may audit GTE's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in GTE's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T under this Agreement during the period covered by the audit.
8. Audits shall be at AT&T's expense, subject to reimbursement by GTE in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges payable by AT&T under this Agreement during the period covered by the audit.
9. Upon (i) the discovery by GTE of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, GTE shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions,

compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

10. Subject to GTE's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may inspect once, in each Contract Year, GTE's books, records and other documents related in any way to the Local Services, Unbundled Network Elements or Combinations provided to AT&T, or to Meet Point Billing and Mutual Compensation, for the purpose of evaluating GTE's compliance with the terms and conditions of this Agreement, in addition to the financial audit rights provided above. AT&T may employ other persons or firms for this purpose.

**B. Payment Of Charges**

1. Subject to the terms of this Agreement, AT&T and GTE will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.
2. Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other party's bank account. At least thirty (30) days prior to the first transmission of Billing data and information for payment, GTE and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments should be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The parties will render payment via EFT. AT&T will provide GTE with one address to which such payments shall be rendered and GTE will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple Bills from GTE which are payable on the same date, AT&T may remit one payment for the sum of all payable to GTE's bank account specified in this subsection. Each party shall

provide the other party with a contact person for the handling of Billing payment questions or problems.

**C. Billing Disputes**

1. Each party agrees to notify the other party upon the discovery of a billing dispute. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. Closure of a specific billing period will occur by joint agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 10 of the General Section of this Agreement. Closure will take place within 3 months of the Bill Date. The month being closed represents those Charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
2. If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.
3. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.
4. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.
5. If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Section 1613 of the General Terms and Conditions Section of this Agreement.

6. If a party disputes a Charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a party disputes Charges and the dispute is resolved in favor of such party, the other party shall credit the Bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes Charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

**D. Late Payment Charges**

1. If either party fails to remit payment for any Charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

**E. Recording Of Call Information**

1. The parties agree to record call information in accordance with this subsection. To the extent technically feasible, each party will record all call detail information associated with every call originated or terminated to the other party's local exchange customer. The parties agree that they will record call detail information if technically feasible even if such certain records or call detail information has not been recorded in the past. These records shall be provided at a party's request and shall be formatted pursuant to Bellcore standards and the terms and conditions of this Attachment. These records shall be transmitted to the other party daily in EMR format via Connect:

Direct, provided however that if AT&T and GTE do not have Connect:Direct capabilities, such records shall be transmitted as the parties agree. GTE and AT&T agree that they will retain, at each party's sole expense, copies of all AMA records transmitted to the other party for at least seven (7) calendar days after transmission to the other party.

2. Each party will provide the other party with a carrier identification code (CIC) on each EMR record transmitted to the other party. If GTE does not have a CIC for any local exchange carrier, ALEC or IXC for whom GTE must supply to AT&T Connectivity Billing records or information pursuant to this Attachment, GTE agrees that it will assist the local exchange carrier, ALEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, ALEC or IXC has received a CIC, GTE agrees that it will submit its CIC to AT&T on those records for billing and payment. GTE further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, ALEC or IXC for whom AT&T must supply to GTE Billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, ALEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, ALEC or IXC has received a CIC, AT&T agrees that it will submit its CIC to LEC on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.
3. The parties agree that it will meet the following performance measurements for the provision of EMR records:
  - a. Timeliness: Of the total number of records recorded each day, 99% of all such records should be received within five (5) calendar days of their recording. Of the total number of records recorded each day, 100% of all such records should be received within ten (10) calendar days of their recording.
  - b. Accuracy: There should be no more than 60 errors per one (1) million records transmitted.
  - c. Completeness: There should be no more than 20 omissions per one (1) million records.



4. The parties agree that they will provide each other a single person to contact regarding any data exchange problems.

F. **Examination Of Records**

1. Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Access Billing Supplier Quality Certification Operating Agreement, AT&T or its authorized representatives may examine LEC's documents, systems, records and procedures which relate to the billing and recording of the Charges to AT&T under this Attachment 6.