

ATTACHMENT 6
LOCAL SERVICES RESALE, UNBUNDLED NETWORK ELEMENTS AND
INTERCONNECTION BILLING AND RECORDING

1. **GENERAL**

This Attachment contains the provisions applicable to billing and payment of all charges AT&T incurs for purchasing wholesale Local Services for resale and Unbundled Network Elements and Combinations, and the billing and payment procedures to be followed when AT&T is interconnected to GTE Network Facilities. The specific provisions for Local Service Billing are set forth in Appendix A; the specific provisions for Unbundled Network Element billing are set forth in Appendix B; and the specific provisions for Interconnection Billing are set forth in Appendix C.

2. **ADDITIONAL REQUIREMENTS**

The following provisions shall, when applicable, govern Local Service, Unbundled Network Element and Interconnection Bills.

2.1 **BILL ACCURACY CERTIFICATION AND VALIDATION**

2.1.1 The Parties agree that as further set forth in accordance with this Attachment 6 and 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 on a monthly basis. GTE agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Elements, Combinations and Local Service ordered and used by AT&T as well as accurate Meet Point Billing Data. In addition, the Parties agree to meet monthly or as deemed necessary by either Party to review and resolve potential billing discrepancies.

2.1.2 AT&T and GTE shall use diligent and good faith effort to reach an agreement on the Bill Certification Methodology. The Access Billing Supplier Quality Certification Operating Agreement, dated December 7, 1992, as amended December 16, 1993, between GTE and AT&T shall be used as the model for a Local Service Resale and Unbundling Billing Certification Operating Agreement. GTE will move to the development of mutually-acceptable bill quality processes by April 30, 1997.

- 2.1.3 Until Bills and Data are certified pursuant to the Local Service Bill Certification Operating Agreement reached under Section 2.1.2 of this Attachment 6, Bill and Data accuracy will be validated through an interim process using a mutually agreed procedures.
- 2.1.4 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 pertaining to the services provided to AT&T under this Agreement and billed in accordance with this Attachment 6 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 subject to the confidentiality provisions contained herein. 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. GTE shall have the right to review such audit and the findings.
- 2.1.5 Upon resolution of the audit, GTE shall promptly correct any error that is revealed in an audit, including making refund of any overpayment by AT&T or recording a charge for underpayment by AT&T, in each instance together with applicable interest, in the form of a credit or a debit 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. Applicable Interest shall be as defined in Section 2.4.1.
- 2.1.6 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all of its appropriate employees and relevant books, records and other documents of the party reasonably necessary to assess the accuracy of AT&T's orders and GTE's bills, data and invoices. Each Party shall bear its own costs and expenses of any audits.

2.2 **PAYMENT OF CHARGES**

- 2.2.1 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 the Parties specify), 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 the Parties specify), payment will be made on the preceding business day.

- 2.2.2 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. Notwithstanding any permitted assignment of this Agreement, AT&T will provide GTE with only 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 such Bills payable to GTE's bank account specified in this subsection. AT&T will provide specific account level detail for payment application. Each Party shall provide the other Party with a contact person or center for the handling of Billing payment questions or problems.

2.3 **BILLING DISPUTES**

- 2.3.1 Each Party agrees to notify the other Party in writing 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 will be attempted at all appropriate levels of management within the Parties respective billing organizations before use of the dispute resolution process in Attachment 1 resulting in a recommendation or settlement of the dispute and closure of a specific billing period.
- 2.3.2 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 applicable 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 applicable 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 assess on any previously assessed late payment charges, unless Regulatory rules provide otherwise.

2.4 **LATE PAYMENT CHARGES**

2.4.1 If either Party fails to pay any Charges 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 interest shall be payable as a late payment penalty shall be assessed. The late payment interest rate shall be one and one-half (1 1/2) percent per month, or if lower the highest rate permitted by law, calculated based upon any portion of a payment not received by the payment due date, 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, unless Regulatory rules provide otherwise.

2.5 **RECORDING OF CALL INFORMATION**

2.5.1 The Parties agree to record call information in accordance with this subsection. To the extent technically feasible within a Party's existing systems, each Party will record agreed upon call detail information associated with calls originated or terminated to the other Party's local exchange customer. 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 as agreed upon to the other Party in EMR format via 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.

- 2.5.2 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 for information pursuant to this Attachment, GTE agrees that it will assist the local exchanger carrier, ALEC or IC 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.
- 2.5.3 The Parties agree that they will meet the performance measurements for the provision of EMR records in Attachment 12.
- 2.5.4 The Parties agree that they will provide each other a single point of contact regarding any data exchange problems.

2.6 **EXAMINATION OF RECORDS**

- 2.6.1 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 GTE's documents, systems, records and procedures which relate to the billing and recording of the Charges to AT&T under this Attachment 6.