

**ATTACHMENT 4**

**PROVISIONING AND ORDERING  
FOR UNBUNDLED ELEMENTS**

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## **Provisioning and Ordering**

### **1. Network Deployment**

- 1.1 GTE shall complete on a timely basis Focal's orders for Network Elements and Combinations and for services that GTE is required to offer to Focal pursuant to this Agreement in all its serving areas from and after the Effective Date of this Agreement.
- 1.2 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as GTE may deploy) that GTE provides to Focal under this Agreement must be at least equal in quality to that provided by GTE to itself.

### **2. General Provisioning Requirements**

- 2.1 Focal may order Network Elements individually and in any combination so long as the combination is technically feasible. Combinations are Network Elements that are specified by Focal for a geographic area or for a specific customer.
- 2.2 Combinations shall be identified and described by Focal so that they can be ordered and provisioned together.
- 2.3 Combinations may be ordered by Focal from GTE on a single order without the need to have Focal send an order for each Network Element. The Parties agree to negotiate in good faith on the adoption of any subsequent forms or formats approved by the OBF.
- 2.4 GTE shall provide provisioning services to Focal on the same days/hours that it provides such services to itself. These days currently are Monday through Friday from 8:00 a.m. to 5:00 p.m., within each respective time zone. Focal may request GTE to provide Saturday, Sunday, holiday, and off-hour provisioning services. If Focal requests that GTE perform provisioning services at times or on days as stated in the preceding sentence, GTE shall quote, within one (1) day of the request, a cost-based rate for such services. If Focal accepts GTE's quote, GTE shall perform such provisioning services and Focal will pay the agreed-upon rates.
- 2.5 GTE shall provide a Single Point of Contact (SPOC) for all ordering and provisioning activities involved in the purchase and provisioning of GTE's Network Elements or Combinations. GTE shall also provide to Focal a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday, within each respective time zone) which will be answered by

capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements or Combinations, and other orders made under this Agreement.

- 2.6 GTE will recognize Focal as the customer of record of all Network Elements and Combinations ordered by Focal and will send all notices, invoices and pertinent information directly to Focal.

3. **Specific Provisioning Process Requirements**

- 3.1 When requested by Focal, GTE will schedule installation appointments (GTE employee dispatch) with GTE's representative on the line with Focal's representative or provide Focal access to GTE's scheduling system. GTE will provide appropriate training for all its employees who may interface with Focal's customers.
- 3.2 GTE shall provide intercept and transfer services to Focal for Focal Customers on the same basis as such service is available to similarly-situated GTE customers. GTE shall provide a recorded announcement to (i) notify a calling party that the end user customer has transferred to a new telephone number of Focal and (ii) provide such calling party with details concerning the new telephone number to be dialed to reach the customer. GTE shall provide such announcement for the same length of time that GTE provides intercept or referral information for its customers that have changed telephone numbers.
- 3.3 GTE will provide Focal with a Firm Order Confirmation (FOC) for each order, as specified in Attachment 12. The FOC will contain an enumeration of Focal's ordered Network Elements or Combinations (consisting of circuit number, telephone number and/or component ID), PON, version, and GTE's commitment date for order completion (Committed Due Date).
- 3.4 Upon work completion, GTE will provide Focal electronically (unless otherwise requested by Focal) with an Order Completion for each order that states when that order was completed. GTE shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and cost charges) up to a previously agreed-upon limit associated with that order that may be applicable.
- 3.5 GTE will perform pre-testing in accordance with industry standards. Where such test results are recorded, they will be provided to Focal electronically or in writing (as directed by Focal) at installation/turn-up. Where provision of such test results is not included in the underlying network element charge, Focal will pay for such test results at GTE's cost.

- 3.6 As soon as identified and unless otherwise agreed, GTE shall provide notification electronically of any rejections or errors contained in any of the Data Element fields contained on any Focal order.
- 3.7 As soon as identified and unless otherwise agreed, GTE shall provide notification electronically of any instances when GTE's committed due dates are in jeopardy of not being met by GTE on any aspect or feature contained in any Focal order. GTE shall concurrently indicate its new Committed Due Date.
- 3.8 At Focal's request, GTE will cooperate with Focal to test Network Elements or Combinations purchased by Focal in order to identify any performance problems identified at turn-up, including trouble shooting to isolate any problems. The costs for these items will be included in the underlying costs of the Network Element or Combination.
- 3.9 Focal will designate the AIN features which GTE is to provide for the Focal customer on Focal's provisioning order.
- 3.10 GTE shall not reassign an Focal Customer's AIN Trigger from an Focal AIN application to some other service provider's application.

#### 4. **General Ordering Requirements**

- 4.1 Upon Focal's request through a Suspend/Restore Order, GTE shall suspend or restore the functionality of any Network Element or Combination. GTE shall suspend or restore each Network Element or Combination in a manner that conforms with Focal's requested priorities and any applicable regulatory policy or procedures at appropriate service order charges to the extent not otherwise included in the underlying element cost.
- 4.2 GTE shall offer to Focal the functionality of blocking calls (e.g., 800, 900, 976 international calls) by line or trunk.
- 4.3 GTE shall offer separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.
- 4.4 Unless otherwise directed by Focal, when Focal orders a Network Element or technically feasible Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or technically feasible Combination shall be retained without loss of feature capability and without loss of the associated Ancillary Functions including, but not limited to, Directory Assistance and 911/E911 capability.
- 4.5 When Focal orders Network Elements or technically feasible Combinations that are currently interconnected and functional, such Network Elements and technically feasible Combinations will remain interconnected and functional

without any disconnection or disruption of functionality.

5. **Ordering Interfaces**

- 5.1 GTE shall provide to Focal a Real Time Electronic Interface (EI) for transferring and receiving orders, FOCs, Order Completions, and other provisioning data and materials (e.g., access to Street Address Guide (SAG) and Telephone Number Assignment Data Base) as provided in Section 29.1 of this Agreement.
- 5.2 With the customer authorization required by law, the permanent gateway shall provide Focal's representatives with Real Time access to GTE customer information systems which will allow the Focal representatives to perform the following tasks, if such information systems support GTE's retail business:
- 5.2.1 Obtain Focal customer profile, including Focal customer name, billing and residence address, billed telephone numbers, and identification of features and services subscribed to by Focal's customer;
- 5.2.2 Obtain information on all features and services available, in the end-office where the Focal customer is provisioned;
- 5.2.3 Enter the order for the desired features and services;
- 5.2.4 Provide an assigned telephone number (if the Focal customer does not have one assigned). Reservation and aging of these numbers shall remain GTE's responsibility;
- 5.2.5 Establish the appropriate directory listing;
- 5.2.6 Determine if a service call is needed to install a line or service;
- 5.2.7 Provide service availability dates to the Focal customer;
- 5.2.8 Provide information regarding dispatch and installation schedules, if applicable;
- 5.2.9 Suspend, terminate, or restore service to an Focal customer.

6. **GTE Provision of Information**

- 6.1 GTE shall provide to Focal upon request and Focal shall pay the required charge as part of the underlying element:
- 6.1.1 A list of all services and features technically available from each switch that GTE may provide Local Switching, by switch CLLI;

- 6.1.2 A listing by street address detail of the service coverage area of each switch CLLI;
- 6.1.3 All engineering design and layout information for each Network Element and Combination;
- 6.1.4 A listing of all technically available functionalities for each Network Element or Combination; and
- 6.1.5 Advanced information on the details and requirements for planning and implementation of NPA splits. GTE shall provide such information to Focal within thirty (30) days from the time the GTE becomes aware of such information.
- 6.2 Within thirty (30) days after the Effective Date of this Agreement, GTE shall provide Focal with an initial electronic copy and a paper copy of the SAG or its equivalent. Prior to the time that updates are available electronically, updates will be provided to Focal on a monthly basis. Thereafter, updates shall be provided to Focal as changes are made to the SAG.

7. **Order Format and Data Elements for Individual Network Elements**

- 7.1 Focal and GTE shall each use the appropriate Data Elements for the ordering and provisioning of Network Elements and Combinations.
- 7.2 Each order for a Network Element or a Combination will contain the following order-level sections, as then currently defined by the Ordering and Billing Forum (OBF), including, as appropriate, Administration, Bill, and Contact Information. This information is contained on both the ASR and LSR forms. In addition, each Network Element or Combination to be used for a specific Focal End User customer shall contain the End User Information section.
- 7.3 Focal and GTE will use the OBF formats defined below for the exchange of ordering and provisioning data for Network Elements or Combinations. Focal shall use the ASR forms and processes for ordering Network Elements that Focal will use to serve more than one End User customer and the LSR form and processes for ordering Network Elements that Focal will use to serve a single End User customer. Focal and GTE shall use the forms and formats that have been approved by the OBF and, if mutually agreed, those that have reached the "initial closure" status at the OBF. If Focal needs to order or have provisioned Network Elements or Combinations for which OBF approved or "initial closure" forms and formats do not yet exist, Focal and GTE shall, within 30 days of a request by either party to do so, jointly develop a proposal for such forms and formats. Focal and GTE shall use the jointly proposed forms and formats for the exchange of ordering and provisioning data unless the OBF modifies such forms and formats upon "initial closure" or final approval. If the OBF modifies such forms and formats upon "initial closure" or final approval, Focal and GTE shall,

upon mutual agreement, use the forms and formats as modified by the OBF. If Focal and GTE do not agree on the interim forms and formats described in this Section, either Party may submit any disputed issues to the Alternative Dispute Resolution process in accordance with this Agreement.

- 7.4 When ordering a Network Element (individually or as part of a technically feasible Combination), the interconnection characteristics and functionality of that Network Element will not be specifically ordered by Focal and will automatically be provided by GTE.

## **8. Order Format and Data Network Elements for Combinations**

- 8.1 Focal may purchase Combinations (i) on a case-by-case basis for those Network Elements that are Focal customer-specific (hereinafter referred to as Customer-Specific Network Elements or Combinations); or (ii) on a common-use basis for those Network Elements that are shared by multiple Focal customers (hereinafter referred to as Common-Usage Network Elements or Combinations).
- 8.2 When ordering a Combination, Focal will have the option of ordering all capabilities and functionalities of each of the individual Network Elements that comprise the Combination.
- 8.3 When ordering either Customer-Specific Combinations or Common-Usage Combinations, Focal may specify the functionality of that Combination without the need to specify the configuration of the individual Network Elements needed to perform that functionality. Focal will specify the Elements that make up each of the Combinations necessary to satisfy the request.
- 8.4 Prior to providing Local Service in a specific geographic area or when Focal requires a change of network configuration, Focal may place an order with GTE requiring GTE to implement the capability. Focal may request the establishment of Common Usage Network Elements or Combinations by use of the negotiated ordering methods and forms. The initial order requesting Unbundled Switching, recording and associated trunking, which shall be in a mutually agreed format, will be known as a "Footprint Order".

## **9. Performance Requirements**

- 9.1 Focal will specify on each order its Desired Due Date (DDD) for completion of that particular order. GTE will not complete the order prior to the DDD or later than the DDD unless authorized by Focal. If the time period from the date of the order to the DDD is less than the intervals for provisioning Network Elements, Combinations and the Footprint Order as set forth in the following table, and is also less than the intervals for provisioning the same or like Network Elements, Combinations and Footprint Orders that GTE provides to itself or to any third party, the order will be considered an expedited order.



INTERVALS FOR ORDER COMPLETION	
<u>Network Element, Combination or Footprint Order</u>	<u>Number of Days<sup>1</sup></u>
Loop Distribution	
Loop Concentrator/Multiplexer	
Loop Feeder	
Local Switching and Tandem Switching	
Operator System	
Dedicated Transport and Common Transport  DS0, DS-1, T 1.5 STS-1, DS3/T3 OC-3, +	
Signaling Transfer Points	
Signaling Link Transport	
SCPs/Databases	
Loop Combination	
Footprint Order	

- 9.2 Within two (2) Business Hours after a request from Focal for an expedited order, GTE shall notify Focal if GTE will complete, or not complete, the order within the expedited interval. A Business Hour is any hour occurring on Monday through Friday, exclusive of national holidays, between 8 a.m. and 8 p.m. within each respective time zone.
- 9.3 Once an order has been issued by Focal and if Focal subsequently requires a new DDD that is earlier than the original DDD, Focal will issue an expedited modify order. GTE will notify Focal within two (2) Business Hours if it will complete, or not complete, the order on the new DDD.

<sup>1</sup> For each of the indicated Network Elements, Combinations and Footprint Orders listed in the Table, the intervals (i.e., number of days) will be established by the Implementation Team within 90 days of the Effective Date of this Agreement.

- 9.4 Focal and GTE will agree to escalation procedures and contacts. GTE shall notify Focal of any modifications to these contacts within one (1) week of such modifications.

**ATTACHMENT 5**  
**MAINTENANCE FOR LOCAL SERVICES RESALE**  
**AND UNBUNDLED ELEMENTS**

1. GTE shall provide repair, maintenance, and testing for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment. In addition, GTE shall provide surveillance for all Local Services and Unbundled Network Elements and Combinations to the same extent that GTE provides such surveillance for itself.
2. GTE shall cooperate with Focal to meet maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 9 of this Attachment. GTE shall otherwise meet Commission maintenance and repair standards, if any, with respect to Local Services, Unbundled Network Elements and Combinations.
3. GTE shall cooperate with Focal to establish a Real Time Electronic Interface for gateway or automated access by Focal to GTE's maintenance systems and databases as provided in Section 29.1 of this Agreement.
4. GTE service technicians and other repair personnel shall provide repair service to Focal customers that is at least equal in quality to that provided to GTE customers. GTE's operating policies, procedures and practices shall apply in all such repair service situations without regard to whether the customer is a GTE customer or an Focal customer.
5. For all Local Services, Network Elements and Combinations provided to Focal under this Agreement, GTE shall provide the same maintenance, including, without limitation, maintenance intervals and procedures, that GTE provides for its own network. GTE shall provide Focal notice within one business day of the scheduling of any maintenance activity which may impact Focal's Customers. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls; provided, however, that such activity is not related to a network or technology change covered elsewhere in this Agreement. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, work to be performed, date and time work is scheduled to commence, and date and time work is scheduled to be completed.
6. GTE shall advise Focal of all non-scheduled maintenance and testing activity to be performed by GTE on any network element, including, without limitation,

any hardware, equipment, software, or system, providing service functionality that may reasonably be expected to impact Focal Customers. GTE shall provide the maximum amount of advance notice to Focal of such non-scheduled maintenance and testing activity as is reasonably practical, under the circumstances; provided, GTE shall provide emergency maintenance as promptly as possible under the circumstances, to maintain or restore service and shall advise Focal promptly of any such actions it takes.

7. Major network outages will be reported to Focal via a telephone number designated by Focal. GTE and Focal shall work cooperatively on the establishment of emergency restoration procedures. GTE may invite other carriers to join in this effort. In establishing such procedures, consideration shall be given to: (i) provision for immediate notification to Focal of the existence, location, and source of any emergency network outage potentially affecting customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Local Services and Network Elements or Combinations after initial restoration; (vii) priority, as between Focal Customers and GTE Customers, with respect to restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.

For purposes of this subsection, a major network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange. GTE shall provide timely notification to Focal of any outage.

8. With respect to misdirected calls from Focal customers requesting repair, GTE shall refer such Focal customers to the telephone number designated by Focal. With respect to misdirected calls from GTE customers requesting repair, Focal shall refer such GTE customers to the telephone number designated by GTE.
9. GTE's repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to Focal and Focal Customers under this Agreement:

- 9.1 If service is provided to Focal Customers before a Real Time Electronic Interface is established between Focal and GTE, Focal will transmit repair calls to the GTE repair bureau by telephone. In such event, the following standards shall apply: The GTE repair bureau shall answer its telephone and begin taking information from Focal within twenty (20) seconds of the first ring, eighty percent (80%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.
- 9.2 GTE's repair bureau, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week. Focal and GTE will develop mutually agreed-upon manual processes for repair reporting in the event of unavailability or failure of the Electronic Interface.
- 9.3 GTE's repair bureau shall provide to Focal the "estimated time to restore" for all DS1 or higher capacity services at performance standard levels determined by the Implementation Team. GTE shall provide all other classes of service restoral commitment(s) as specified in Appendix 2 of Attachment 12 to this Agreement.
- 9.4 Additional maintenance performance measures, described in 9.4.1, 9.4.2 and 9.4.3 following, will be evaluated by the Implementation Team.
- 9.4.1 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of Local Service and Network Elements or Combination:
- Total outages requiring a premises visit by a GTE technician that are received by GTE between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time; within eight (8) hours of referral, ninety-five percent (95%) of the time; and within sixteen (16) hours of referral, ninety-nine percent (99%) of the time and Mean time to Restore (MTR) within eight (8) hours.
- Total outages requiring a premises visit by a GTE technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metrics: within four (4) hours of 8 a.m., ninety percent (90%) of the time; within eight (8) hours of 8 a.m., ninety-five percent (95%) of the time; and within sixteen (16) hours of 8 a.m., ninety-nine percent (99%) of the time and MTR within eight (8) hours.
- Total outages which do not require a premises visit by a GTE technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time; within three (3) hours of referral, ninety-five percent (95%) of the time;

and within four (4) hours of referral, ninety-nine percent (99%) of the time and MTR within two (2) hours.

- 9.4.2 Trouble calls (e.g., related to Local Service or Network Element or Combination degradation or feature problems) which have not resulted in total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section, Local service or a Network Element or Combination is considered restored, or a trouble resolved, when the quality of the Local Service or Network Element or Combination is equal to that provided before the outage, or the trouble, occurred.
- 9.4.3 Repeat trouble reports from the same customer in a two-month period shall be less than one percent (1%). Repeat trouble reports shall be measured by the number of calls received by the GTE repair bureau relating to the same telephone line during the current and previous report months.
- 9.5 GTE shall provide progress reports and status of repair efforts to Focal upon request. GTE shall inform Focal within one (1) hour of restoration of Local Service or Network Element or Combination after a network outage has occurred. GTE shall clear all repair tickets in compliance with GTE policies and guidelines. GTE shall close all repair tickets, including "test OK" ("TOK") and "Came Clear" ("CC") repair tickets, with the Focal work centers designated by Focal on the repair ticket, unless a different notification procedure is mutually agreed to by the Parties. GTE shall make one attempt to notify Focal of closed repair tickets using a mutually agreed to notification method. At Focal's option, Focal shall contact the Customer to verify that the repair has been effected. GTE shall provide Focal with a list of any applicable charges, as specified in Attachment 14, at the time a repair ticket is closed.
- 9.6 When, in Focal's judgment, any repair ticket or tickets are not being handled or resolved by GTE personnel in a timely manner, Focal may escalate the matter for review and resolution under such procedures as are now available or may be established between the Parties during the term of this Agreement.
- 9.7 Except with respect to charges for inside wire maintenance, maintenance charges for premises visits by GTE technicians shall be billed by Focal to its Customer, and not by GTE. The GTE technician shall present the Customer with an Focal-branded form. Additional authorization for time and material charges shall be provided by Focal using the agreed-to notification process.
- 9.8 Dispatching of GTE technicians to Focal Customer premises shall be accomplished by GTE pursuant to a repair request received from Focal and non-recurring charges shall apply as provided in Attachment 14. Any additional

trips required to an Focal Customer's premise because the Customer was not ready/available will result in an additional non-recurring charge.

- 9.9 GTE shall furnish Focal with a single point of contact ("SPOC") for all communications relating to trouble repair and maintenance for POTS services; for special services, GTE will provide Focal with a single point of contact on a regional basis.

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

1. **GENERAL**

This Attachment contains the provisions applicable to billing and payment of all charges Focal incurs for purchasing wholesale Local Services for resale and Unbundled Network Elements and Combinations, and the billing and payment procedures to be followed when Focal 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 Focal 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 Focal. The Parties agree that under meet point billing both Parties are responsible and accountable for recording and transmitting to the other Party accurate and current billing data as specified in Attachment 6, Appendix C. 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 Focal 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 Focal 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, Focal may audit GTE's books, records and other documents pertaining to the services provided to Focal 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. Focal 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 Focal or recording a charge for underpayment by Focal, 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 Focal'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, Focal 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 Focal 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, Focal will provide GTE with only one address to which such payments shall be rendered and GTE will provide to Focal with only one address to which such payments shall be rendered. In the event Focal receives multiple Bills from GTE which are payable on the same date, Focal may remit one payment for the sum of all such Bills payable to GTE's bank account specified in this subsection. Focal 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 assessed 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 Focal 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 Focal 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 Focal 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 Focal does not have a CIC for any local exchange carrier, ALEC or IXC for whom Focal must supply to GTE Billing records or information pursuant to this Attachment, Focal 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, Focal agrees that it will submit its CIC to LEC on those records for billing and payment. Focal 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, Focal or its authorized representatives may examine GTE's documents, systems, records and procedures which relate to the billing and recording of the Charges to Focal under this Attachment 6.

ATTACHMENT 6A

LOCAL SERVICES RESALE, BILLING AND RECORDING

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APPENDIX A  
LOCAL SERVICE RESALE BILLING AND RECORDING

1. General

This Section describes the specific requirements for GTE to bill and record all charges Focal incurs for purchasing wholesale Local Services for resale.

2. Billable Information And Charges

2.1 GTE will bill and record in accordance with this Agreement those charges Focal incurs as a result of Focal purchasing from GTE wholesale Local Services, as set forth in this Agreement (hereinafter "Local Service Charges"). Each Local Service, purchased by Focal shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to Focal on each Local Service Bill in which charges for such Elements, Combinations, or Local Services appear. Each such billing code shall enable Focal to identify the Local Services ordered or utilized by Focal in which Local Service Charges apply pursuant to this Agreement. Each Local Service Bill shall set forth the quantity and description of each such Local Service provided and billed to Focal. All Local Service Charges billed to Focal must indicate the state from which such charges were incurred.

2.2 GTE shall provide Focal a monthly Local Service Bill that includes all Local Service Charges incurred by and credits and/or adjustments due to Focal for those Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Local Service Bill provided by GTE to Focal shall include: (1) all non-usage sensitive charges incurred for the period beginning with the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the day after the last bill date and extending up to, and including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments. The Local Service Bill shall also include all charges for Primary Interchange Carrier (PIC) changes as a separate item defined by billing telephone number and any associated working telephone number.

2.3 The Bill Date must be present on each bill transmitted by GTE to Focal. Local Service Bills shall not be rendered for any Local Service Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date except for charges resulting from resolution of an audit conducted pursuant to Section 2.1.4 of Attachment 6. In addition, on each bill where

"Jurisdiction" is identified, Local Traffic charges shall be identified as "Local" and local toll charges identified as intrastate/intraLATA.

- 2.4 GTE shall bill Focal for any wholesale Local Service, supplied by GTE to Focal pursuant to this Agreement at the rates set forth in this Agreement. GTE will bill Focal based on the actual Local Service Charges incurred, provided, however, for those usage based Local Service Charges where actual charge information is not determinable by GTE because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based Local Service Charges shall be actual conversation in tenths of seconds. The total conversation seconds per chargeable traffic types will be totalled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (1) all costs and expenses it incurs in complying with its obligations under this Agreement and (2) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 2.6 Each Party shall provide the other Party at no additional charge a contact person or center for the handling of any Local Service Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
3. Issuance of Local Service Bills - General
  - 3.1 GTE and Focal shall issue Local Service Bills as follows:
    - 3.1.1 Until July 1, 1998, GTE and Focal shall issue Local Service Bills via Electronic Data Exchange ("EDI").
    - 3.1.2 GTE and Focal will jointly work together such that on or as soon after July 1, 1998 as possible, GTE and Focal shall issue all Local Service Bills in accordance with CABS Version 26.0, or such later versions of CABS that are published by Bellcore, or its successor, and the requirements of this Appendix such other version of CABS which becomes industry standard.
  - 3.2 GTE and Focal will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), and, when appropriate, as further defined in the CABS document, which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as

agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Local Service Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Local Service Bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Local Service Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Focal shall specify) will be deemed received the next business day. If either Party fails to receive Local Service Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Local Service Bill is late.

- 3.3 Each Party will provide the other Party written notice of which Local Service Bills are to be deemed the official bills. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 3.4 To avoid transmission failures or the receipt of Local Service Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements. Focal shall comply with GTE's processing specifications when Focal transmits Local Service Billing data to GTE. GTE shall comply with Focal's processing specifications when GTE transmits Local Service Billing data to Focal. Focal and GTE shall provide each other reasonable notice if a Local Service Billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

#### 4. Electronic Transmissions of Local Services Bills

- 4.1 GTE and Focal agree that after July 1, 1998 following implementation of CABS pursuant to Section 3.1.2 of this Appendix A, each Party will transmit Billing information and data in the appropriate CABS format electronically via Connect: Direct (formerly known as Network Data Mover) to the other Party at



the location specified by the Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect: Direct is required. Focal data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If GTE has an established Connect: Direct link with Focal, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. GTE must provide Focal/Alpharetta its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. Focal's Connect: Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in LEC's Connect:Direct software. Focal will supply to GTE its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

4.2 The following dataset format shall be used as applicable for those Charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25=	Job Naming Convention
AXXXX=	Numeric Company Code
YYY=	LEC Remote
AZZZ=	RAO (Revenue Accounting Office)
DDD=	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE=	01 thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

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

4.2.1 GTE agrees that if it transmits data to Focal in a mechanized format utilizing CABS, GTE will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for Focal to process Billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each Bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

5. Testing Requirements

5.1 The Parties will jointly develop a test procedure prior to sending mechanized bills or data to ensure to the satisfaction of each Party that bills may be processed as required in this Agreement.

5.2 GTE shall provide to Focal's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, GTE's originating or

5.3 state level company code so that it may be added to Focal's internal tables at least thirty (30) calendar days prior to testing or prior to a change in GTE's originating or state level company code.

5.4 During the testing period, GTE shall transmit to Focal any Billing data and information via paper transmission. Test tapes shall be sent to Focal at the following location:

Test Tapes:	Focal 200 N. LaSalle Street Suite 1100 Chicago, Illinois 60601 Attn: Access Bill Testing Coordinator
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**ATTACHMENT 6B**

**UNBUNDLED NETWORK ELEMENTS BILLING AND RECORDING**

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**APPENDIX B**  
**UNBUNDLED NETWORK ELEMENT BILLING AND RECORDING**

1. **General**

This Section contains the provisions applicable to the billing and recording of all charges Focal incurs for purchasing Unbundled Network Elements and/or Combinations of Unbundled Network Elements.

2. **Billable Information And Charges**

2.1 GTE will bill and record in accordance with this Agreement those Combinations charges Focal incurs as a result of Focal purchasing from GTE Unbundled Network Elements and/or Combinations of Unbundled Network Elements as set forth in this Agreement (hereinafter "Unbundled Network Element Charges"). Each such Element, or Combination thereof purchased by Focal shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to Focal on each Unbundled Network Element Bill in which charges for such Elements, or Combinations appear. Each such billing code shall enable Focal to identify the Element(s), or Combinations, Objects and Options as described in Attachment 4 to this Agreement ordered or utilized by Focal in which Unbundled Network Element Charges apply pursuant to this Agreement. Each Unbundled Network Element Bill shall set forth the quantity and description of each such Element, or Combination provided and billed to Focal. All Unbundled Network Element Charges billed to Focal must indicate the state from which such charges were incurred.

2.2 GTE shall provide Focal a monthly Unbundled Network Element Bill that includes all Unbundled Network Element Charges incurred by and credits and/or adjustments due to Focal for those Elements, or Combination thereof, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Unbundled Network Element Bill provided by GTE to Focal shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

- 2.3 The Bill Date must be present on each bill transmitted by GTE to Focal. Unbundled Network Element Bills shall not be rendered for any Unbundled Network Element Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except for charges resulting from an audit conducted pursuant to Section 2.1.4 of Attachment 6. In addition, on each bill where "Jurisdiction" is identified, Local Traffic charges shall be identified as "Local" and local toll charges shall be identified as intrastate/intraLATA.
- 2.4 GTE shall bill Focal for each Element, or Combination thereof, supplied by GTE to Focal pursuant to this Agreement at the rates set forth in this Agreement. GTE will bill Focal based on the actual Unbundled Network Element Charges incurred, provided, however, for those usage based Unbundled Network Element Charges where actual charge information is not determinable by GTE because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based Unbundled Network Element Charges shall be in tenths of conversation seconds. The total conversation seconds per chargeable traffic types will be totalled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (1) all costs and expenses it incurs in complying with its obligations under this Agreement and (2) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 2.6 Each Party shall provide the other Party at no additional charge a contact person or center for the handling of any Unbundled Network Element Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

3. **Collocation**

When Focal collocates with GTE in GTE's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall be billed separately and shall not be included in the Unbundled Network Element Bill provided to Focal pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 4.2, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by Focal for payment. All other non-capital recurring

collocation expenses shall be billed to Focal in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the Unbundled Network Element Charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized Unbundled Network Element bills, the bill label for non-capital recurring collocation expenses shall be entitled "Co-location."

4. **Issuance of Unbundled Network Element Bills - General**

4.1 GTE and Focal shall issue Unbundled Network Element Bills as follows:

4.1.1 Until the availability of CABS in accordance with Section 4.1.2, GTE and Focal shall issue Unbundled Network Element Local Service Bills via EDI.

4.1.2 GTE and Focal will jointly work together such that as soon after July 1, 1998, as possible, GTE and Focal shall issue all Unbundled Network Element Local Service Bills in accordance with CABS Version 26.0, or such later version of CABS that are as published by Bellcore, or its successor, and the requirements of this Appendix or such other version of CABS which becomes industry standard.

4.2 GTE and Focal will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), and, when appropriate, as further defined in the CABS document, which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Unbundled Network Element Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Unbundled Network Element Bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Unbundled Network Element Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Focal shall specify) will be deemed received the next business day. If either Party fails to receive Unbundled Network Element Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Unbundled Network Element Bill is late.

- 4.3 Each Party will provide the other Party written notice of which Unbundled Network Element Bills are to be deemed the official bills. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 4.4 To avoid transmission failures or the receipt of Unbundled Network Element Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements. Focal shall comply with GTE's processing specifications when Focal transmits Unbundled Network Element Billing data to GTE. GTE shall comply with Focal's processing specifications when GTE transmits Unbundled Network Element Billing data to Focal. Focal and GTE shall provide each other reasonable notice if a Unbundled Network Element Billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

5. **Electronic Transmissions of Unbundled Network Element Bills**

Electronic Transmission of Unbundled Network Elements will be governed by the same standards and conditions applicable to Local Service Bills, as set forth in Appendix A to this Attachment 6, Section 4.

6. **Testing Requirements**

GTE shall adhere to the same testing requirements and specifications for transmitting Unbundled Network Element Bills as applicable to Local Service Bills, as set forth in Appendix A to this Attachment 6, Section 5.

7. **Local Number Portability**

- 7.1 In accordance with the terms and conditions set forth in this Attachment 6, GTE shall record and provide to Focal agreed upon detail information associated with a call to an Focal local exchange customer whose telephone number has been ported from GTE under INP as further described in the Local Number Portability Attachment to this Agreement.

- 7.2 When an IXC terminates an interLATA or IntraLATA toll call to an Focal local exchange customer whose telephone number has been ported from GTE, the Parties agree that Focal shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate, and such other applicable charges. GTE shall be entitled only to receive any access tandem fees and associated local transport charges, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an Focal local exchange customer whose telephone number has been ported from GTE the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.



**ATTACHMENT 6C**

**INTERCONNECTION BILLING AND RECORDING**

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**APPENDIX C**

**INTERCONNECTION BILLING AND RECORDING**

1. **General**

This Section describes the Meet Point Billing and Reciprocal Compensation requirements applicable when Focal is Interconnected to GTE network facilities.

2. **Meet Point Billing**

- 2.1 Focal and GTE will establish meet-point billing ("MPB") arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 2.2 Focal and GTE will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC
- 2.3 GTE and Focal shall provide to each other the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of each other's network in an Focal/ILEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to each other in the format and via the medium that the parties agree. If either party does not initially record sufficient bill detail for any IXC for whom either party must supply to the other MPB billing information, each party agrees that it will assist each other in resolving these billing matters by providing sufficient billing detail to the other party to allow that party to obtain reimbursement from the IXC. GTE and Focal shall require any new IXC to notify both GTE and Focal using the existing ASR process in accordance with MECOD ordering guidelines.
- 2.4 GTE and Focal agree that in a MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem

fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

- 2.5 GTE and Focal will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. GTE and Focal will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Attachment. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 2.6 If MPB data is not processed and delivered by either GTE or Focal and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 2.7 If MPB data is not submitted within fifteen (15) days of their recording or is not in the proper format as set forth in this Attachment, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges 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 the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 2.8 Errors in MPB data exchanged by the Parties may be discovered by Focal, GTE or the billable IXC. Both Focal and GTE agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.
- 2.9 [Intentionally left blank]
- 2.10 Neither Focal nor GTE will charge the other for services rendered, or for information required for Collocation as set forth in this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

3. **Reciprocal Compensation**

- 3.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for traffic terminated to the other Party's customer, where both such customers bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., extended area service zones in adjacent LATAs), including those traffic types that have been traditionally referred to as "local calling", as "extended area service (EAS)", and as "intraLATA toll". Where GTE is the recording company, such traffic shall be recorded and transmitted to Focal in accordance with this Attachment. Further, the traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in Part V and Attachment 14.
- 3.2 In lieu of the reciprocal compensation arrangement described above and where permitted by state law or Commission regulation or order, the Parties may elect in writing to adopt a bill and keep compensation arrangement or such other mutually agreed upon compensation arrangement.

4. **Issuance of Meet Point Billing Data and Mutual Billing Data**

- 4.1 GTE and Focal shall issue the data required to implement Section 2 of this Appendix (i.e. Meet Point Billing Data) and Section 3 of this Appendix (i.e. Reciprocal Compensation) as provided in EMR format via Connect:Direct as provided in Section 2.5 of this Attachment.

5. **Testing Requirements**

The Parties shall adhere to the same testing requirements and specifications for transmitting Meet Point Billing data and Reciprocal Compensation data as applicable to the recording of Call Information as set forth in Section 2.5 of this Attachment.

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## **PROVISION OF CUSTOMER USAGE DATA**

### **1. Introduction**

- 1.1 This Attachment sets forth the terms and conditions for GTE's provision of recorded usage data (as defined in this Attachment) to Focal. Recorded Usage Data shall be provided by GTE to Focal when Focal purchases Network Elements, Combinations, or Local Services from GTE. If modifications to GTE's billing system are necessary for GTE to meet the requirements of this Attachment 7, because such requirements call for a higher level of service or different functionality than GTE provides to itself, the parties shall negotiate in good faith a price to cover the costs of such modifications. Focal shall reimburse GTE only for Focal's proportionate share of the actual costs incurred if other entities, including GTE, use and benefit from the modifications. If no other entities, including GTE participate in the modifications, Focal will pay all of the actual costs incurred. However, if other entities use and benefit from the modifications, GTE shall reimburse Focal in an amount equal to the modification costs attributable to the proportionate use of the billing system by such subsequent entity.

### **2. General Requirements for Recorded Usage Data**

- 2.1 GTE shall provide Focal with Recorded Usage Data in accordance with this Attachment.
- 2.2 GTE's provision of Recorded Usage Data to Focal shall be in accordance with Focal's Direct Measures of Quality (DMOQs) set forth in Attachment 12.
- 2.3 GTE shall retain Recorded Usage Data in accordance with applicable law and regulation.

### **3. Usage Data Specifications**

- 3.1 To the extent that GTE records such information for itself, GTE will record usage originating from Focal Customers using the GTE provided Element or Local Services, which include intraLATA toll and local usage. Recorded Usage Data includes, but is not limited to, the following categories of information:
- Call Attempts
  - Completed Calls
  - Use Of CLASS/LASS/Custom Features
  - Calls To Information Providers Reached Via GTE Facilities And Contracted By GTE

- Calls To Directory Assistance Where GTE Provides Such Service To An Focal Customer
- Calls Completed Via GTE Provided Operator Services Where GTE Provides Such Service To Focal's Local Service Customer
- For GTE Provided CENTRANET Service, Station Level Detail for calls outside the CENTRANET group
- Records Shall Include Complete Call Detail And Complete Timing Information
- Recording Of Completed Calls Which GTE Does Not Record For Its Own Service Offerings (e.g., Flat Rate Free Calling Area Service)

In the event GTE does not record the above information for itself, GTE will record such information subject to Focal's agreement to pay its proportionate share of costs associated with such recording.

- 3.2 GTE shall provide to Focal Recorded Usage Data for Focal Customers only in unrated format, except for rated incollects and except as provided in Section 3.3 following. GTE will not submit other carrier local usage data as part of the Focal Recorded Usage Data.
- 3.3 Calls to information providers referenced in Section 3.1 preceding shall be provided to Focal in rated format for billing to the customer.
- 3.3.1 The parties also agree to establish settlement procedures to permit Focal to recourse to GTE amounts Focal Customers refuse to pay for these rated information provider charges forwarded by GTE to Focal for billing.
- 3.4 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

#### 4. **Recorded Usage Data Format**

- 4.1 GTE will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the Focal Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), which is attached hereto and incorporated herein as Appendix II.
- 4.2 GTE shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

#### 5. **Recorded Usage Data Reporting Requirements**

- 5.1 GTE shall segregate and organize the Recorded Usage Data in accordance with Focal's instructions.
- 5.2 GTE shall provide segregated Recorded Usage Data to multiple Focal biller locations as designated by Focal.
- 5.3 GTE shall transmit Data Requirements formatted Recorded Usage Data to Focal via CONNECT:Direct as designated by Focal. In the event that usage transfer cannot be accommodated by CONNECT: Direct because of extended (one business day or more) facility outages, or if facilities do not exist, the LSP will contract for a courier service to transport the data tapes. Data transported to Focal on tape or cartridge via a courier will have the physical characteristics indicated in SUBAPPENDIX A. Focal's intent is for variable block format (2476 bytes) with a LRLECL of 2472. The charge for said service shall be as set forth in Attachment 14.
- 5.3.1 GTE will provide Focal with contacts for sending/receiving usage files.  
  
Focal will provide GTE with contacts responsible for receiving usage transmitted by GTE and usages tapes from a courier service in the event of a facility outage.
- 5.4 Focal will test and certify the CONNECT:Direct interface to ensure the accurate receipt of Recorded Usage Data. GTE shall make any changes necessary to pass the Focal CONNECT:Direct certification process.
- 5.5 GTE shall provide Recorded Usage Data to Focal within the time frames specified in Attachment 12.
- 5.6 GTE will establish a single point of contact to respond to Focal call usage, data error, and record transmission inquiries.
- 5.7 The Recorded Usage Data EMR format, content, and transmission process will be tested as specified by Focal.
- 5.8 When requested by Focal for security purposes, GTE shall provide Focal with Recorded Usage Data promptly. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.
- 5.9 USAGE SUMMARY  
  
Messages will be transmitted, via a direct feed, to Focal in standard EMR format. The following is a list of EMR records that Focal can expect to receive from the LSP:

Header Record                      20-20-01



Trailer Record	20-20-02
Detail Records*	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83, 10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-XX
Rated Credits	41-01-XX
Cancel Records	51-01-XX
Correction Records	71-01-XX

\*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

In addition, the LSP should provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services (see Appendix II, Subappendix E for specific details) if these features are part of the LSP's resale product.

For detailed information regarding EMR, refer to the current version of the BellCore Practice BR010-200-010 document.

- 5.10 Focal and GTE will track pack number to control input based upon invoice sequencing criteria. GTE will be notified of sequence failures identified by Focal and resend procedures are to be invoked.
- 5.11 Focal, upon receipt of cancel/connection records, will perform their current matching functionality to identify the original message to be connected/canceled. Processing will be dependent upon individual negotiations.

## 6. Recording Failures

- 6.1 Loss of Recorded Usage Data - Focal Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by GTE in its performance of the recording function shall, upon Focal's request, be recovered by GTE at no charge to Focal. In the event the data cannot be recovered by GTE, GTE shall estimate the messages and associated revenue, with assistance from Focal, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by GTE and Focal. This estimate will be used to adjust amounts Focal owes GTE for services GTE provides in conjunction with the provision of Recorded Usage Data.

- 6.1.1 Partial Loss - GTE shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 6.1.2 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 6.1.3 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, GTE shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. GTE shall apply the appropriate average revenue per message ("arpm") provided by Focal to the estimated message volume to arrive at the estimated lost revenue. Within 45 business days of the Effective Date of this Agreement, the Parties will mutually agree on a minimum threshold for application of this Section 6.1.3. Section 6.1.3 will be modified as set forth below:
- 6.1.3.1 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 6.1.3.2 If the loss occurs on a weekday that is a holiday (except Christmas), GTE shall use volumes from the two (2) preceding Sundays.
- 6.1.3.3 If the loss occurs on Mother's Day or Christmas, GTE shall use volumes from that day in the preceding year (if available).
- 6.2 Focal may also request data be provided that has previously been successfully provided by GTE to Focal. GTE shall provide such data to the extent available subject to Focal's agreement to pay relevant charges on a case-by-case basis.

## 7. Charges

GTE shall bill and Focal shall pay the charges set forth in Part V and Attachment 14 for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

## 8. Local Account Maintenance

8.1 When Focal purchases Local Service from GTE, and, as appropriate, when Focal purchases certain Unbundled Network Elements, GTE shall provide Focal with Local Account Maintenance as described in Appendix III of this Attachment. These procedures are in addition to Service Order procedures set forth in Part I and Attachment 4 to this Agreement.

9. **Clearinghouse Procedures**

9.1 The Parties acknowledge that calls will be placed using the service of one Party that will be billable to customers of the other Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties agree to work together and, when required, with other carriers, to establish clearinghouse procedures to accomplish these objectives. It is the intention of the Parties that these negotiations will be completed within six (6) months of the Effective Date of this Agreement. These procedures will establish the following:

9.1.1 Focal shall have access to the Bellcore CMDS process for transmitting, receiving, and settling calling card, in-collect, and out-collect inter-region messages.

9.1.2 Focal shall have access to the Bellcore company regional process for receiving and settling calling card, in-collect, and out-collect intra-region messages.

9.1.3 In the event a clearinghouse procedure is not in place upon the Effective Date of this Agreement, GTE will implement an interim arrangement with Focal.

**APPENDIX I  
TO  
ATTACHMENT 7**

**CUSTOMER USAGE DATA  
TRANSFER REQUIREMENTS**

## **SECTION I: SCOPE**

### **1. General**

This Appendix addresses the transmission by GTE of Focal Customer usage to Focal.

#### **1.1 Usage Summary**

Messages will be transmitted, via a direct feed, to Focal in standard EMR format. The following is a list of EMR records that Focal can expect to receive from GTE:

Header Record	20-20-01
Trailer Record	20-20-02
Detail Records*	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37,80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-XX
Rated Credits	41-01-XX
Cancel Records	51-01-XX
Correction Records	71-01-XX

\*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

In addition, GTE shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services (see Subappendix E for specific details) if these features are part of GTE's offering.

For detailed information regarding EMR, refer to the current version of the BellCore Practice BR010-200-010 Appendix.

### **2. Appendix Content**

This Appendix describes baseline requirements for the transfer of GTE recorded, unrated usage to Focal. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to GTE. Modifications and/or exceptions to this Appendix must be negotiated and mutually agreed upon by GTE and Focal.

## **SECTION II: RECORDED USAGE TO BE TRANSMITTED TO Focal**

### **1. General**

This section addresses the types of usage to be transmitted by GTE to Focal.

#### **9.1 Usage To Be Transferred To Focal**

##### **9.1.1 Focal Usage To Be Transferred**

The following messages recorded by GTE are to be transmitted to Focal. GTE recorded usage includes all usage by Focal Customers.

**NOTE:** Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

At the discretion of Focal, any of the above mentioned messages that cannot be rated and/or billed by Focal may be returned to GTE via a direct returns feed. Returned messages will be sent to GTE in EMR format. Standard EMR return codes will be utilized.

File transfer specifications are included within Section 3.

#### **9.2 Focal Usage**

The Recorded Usage Data in a local resale environment includes all intraLATA toll and local usage. GTE will provide Focal with unrated EMR records associated with all intraLATA toll and local usage which they record on Focal's behalf. Any Category, Group and/or Record types approved in the future for GTE will be included if they fall within the definition of local service resale. Focal shall be given notification of implementation of a new type within the negotiated timeframes.

**NOTE:** GTE messages will be packed using the packing criteria outlined in Section 3.4.8. It is important to note that all GTE messages will be packed together (intermingled) based on the appropriate Focal Send To/Bill To RAO combination. Specific categories, groups, and record types will not be packed separately.

### **SECTION III: GTE TO Focal USAGE FEED**

#### **1. General**

This section contains the information required for GTE to transmit the usage defined in Section II to Focal. This section specifically addresses the dataset requirements and processing.

##### **9.1 Detailed EMR Record Edits**

Focal will perform detailed record edits on the unrated and rated messages upon receipt from GTE. Messages that fail these edits may be returned to GTE.

##### **9.2 Duplicate Record Checks**

Focal will perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by GTE to Focal.

##### **9.3 GTE to Focal Usage Feed**

###### **9.3.1 Usage Data Transport Requirements**

GTE will provide the transport facility between GTE location and the Focal location. It is Focal's intent that usage data be transmitted via CONNECT:Direct whenever possible. In the event usage transfer cannot be accommodated by CONNECT:Direct because of extended (one (1) business day or longer) facility outages, or if facilities do not exist, GTE will contract for a courier service to transport the data via tape.

GTE will provide Focal with contacts, Remote Identifiers (IDs), and expected usage data volumes for each sending location.

Focal will provide contacts responsible for:  
Receiving usage transmitted by GTE.  
Receiving usage tapes from a courier service in the event of a facility outage.

###### **9.3.2 Physical Characteristics**

Data transported to Focal on tape or cartridge via a courier will have the physical characteristics indicated in Subappendix A. Focal's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

###### **9.3.3 Data Delivery Schedules**

Data will be delivered to Focal by GTE daily (Monday through Friday) unless otherwise negotiated. Focal and/or GTE Data Center holidays are excluded. GTE and Focal will exchange schedules of designated Data Center holidays.

#### 9.3.4 Resending Data

Focal will notify GTE of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

#### 9.3.5 Pack Rejection

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by Focal within one (1) business day of processing. Rejected packs will be corrected by GTE and retransmitted to Focal by GTE.

#### 9.3.6 Held Packs And Messages

Focal and GTE will track pack number to control input based upon invoice sequencing criteria. GTE will be notified of sequence failures identified by Focal and resend procedures are to be invoked.

#### 9.3.7 Data Content Requirements

EMR is the format to be used for usage data provided to Focal.

#### 9.3.8 RAO Packing Requirements

A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. GTE will provide Focal one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to Focal. GTE will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to Focal. GTE will populate the Send To/Bill To RAO fields with the appropriate Focal RAO values. Also, Pack Header and Trailer will have the OCN appropriately populated.



The FROM RAO, OCN, and Remote Identifiers will be used by Focal to control invoice sequencing and each will have its own invoice controls. The FROM RAO will also be used to determine where the message returns file, containing any misdirected and unguidable usage, will be sent.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes. Compaction requirements can be found in Subappendix B hereto.

Focal has no special sort requirements for the packs sent by GTE.

### 9.3.9 Dataset Naming Convention

GTE will transmit the usage to Focal using the following dataset naming conventions. The dataset name (DSN) will be partitioned into five nodes, separated by periods as follows:

NODE 1BB03PXNN\*  
NODE 2.IBMUP  
NODE 3 (To be determined during negotiations)  
NODE 4.USAGE

NODE 5.GNNN/VV00\* (Generational Dataset to be incremented by sender).  
\*The italicized "N" represents numeric fields determined during negotiations.

### 9.3.10 Control Reports

Focal accepts input data provided by GTE in EMR format in accordance with the requirements and specifications detailed in this section of the attachment. In order to ensure the overall integrity of the usage being transmitted from GTE to Focal, data transfer control reports will be required. These reports shall be provided by Focal to GTE on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by GTE.

### 9.3.11 Message Validation Reports

Focal will provide the following three (3) daily (or otherwise negotiated) Message Validation reports to the designated GTE System Control Coordinator. These reports will be provided for all data received within GTE Local Resale Feed and will be transmitted Monday through Friday whether or not there have been any files transmitted.

#### 9.3.11.1 Message Validation Pack Reject Report (A7287)

This report provides information on packs rejected by Focal. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

An example of the report and a list of Valid Error Codes and associated error messages are provided in Subappendix B hereto.

#### 9.3.11.2 Message Validation Pack Accepted Report (A7288)

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and dropped messages. The information is provided in the following report formats and control levels:

1. RLEC Total Messages
2. RLEC Total Records
3. RAO Total Messages
4. RAO Total Records
5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and GTE.

An example of the report is provided in Subappendix C hereto.

#### 9.3.11.3 Message Validation EMR Detail Error Report (A7289)

An EMR detailed error report is generated for each pack/ invoice that is received and processed by Focal. The report lists, in vertical format, the complete 175 byte EMR record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMR records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

- (C) DENOTES CRITICAL ERRORS
- (I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field

Total Records Received  
Total Records Dropped  
Total Records Rejected to MIU  
Pack Reject Rate  
Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMR standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

An example of the report is provided in Subappendix D hereto.

#### 9.3.11.4 Control Reports - Distribution

Since GTE is not receiving control reports, dataset names will be established during detailed negotiations.

## **SECTION IV: Focal PROCESSING REQUIREMENTS**

### 1. General

This section contains requirements for Focal processing of Recorded Usage Data that has been transmitted to Focal for billing.

#### 9.1 Focal Rating Process

##### 9.1.1 Message Rating

Focal will rate any individual messages (as defined in Section II), that have not already been rated by GTE (information provider messages will be rated by GTE), prior to transmitting the usage to a billing environment within Focal.

##### 9.1.2 Application Of Taxes/Fees/Surcharges

Focal will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intraLATA local and toll usage received from GTE.

##### 9.1.3 Duplicate Messages

Focal has existing duplicate checks as part of their message processing or billing functions. Focal will perform these checks on the rated/unrated messages sent pursuant to GTE duplicate message disposition procedures and reports will be identified by Focal during negotiations.

##### 9.1.4 Record Edits

###### 9.1.4.1 Focal Record Edits

Focal will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment. Rated and unrated records that do not pass Focal edits will be returned to GTE.

###### 9.1.4.2 GTE Record Edits

If GTE has existing detailed record edits for rated and unrated messages, GTE is to perform these edits.

Rated and unrated records that do not pass Focal edits will be returned to

GTE. GTE will attempt to perform error correction on all records requiring such action as agreed upon through the detailed negotiations process.

9.1.5 Focal To GTE Message Returns

At the discretion of Focal, customer usage data sent to Focal by GTE that cannot be guided to an Focal billed account or that cannot be processed will be returned to GTE with the appropriate industry standard return codes.

9.1.6 Cancel/Correction Records

Focal, upon receipt of cancel/correction records, will perform their current matching functionality to identify the original message to be canceled/corrected. (Processing will be dependent upon individual negotiations.)

## **SECTION V: TEST PLANS AND ACTIVITIES**

### **1. General**

This section defines GTE and Focal activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

#### **9.1 Interface Testing**

The Parties agree to usage interface testing between GTE and Focal. The purpose of this test is to ensure that the usage described in Section II preceding can be sent by either Party and can be accepted and processed by the other Party. GTE will provide a test file to Focal's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one (1) full day's production usage. The format of the file will conform to the requirements shown in Section III. Focal will review the file and verify that it conforms to its data center requirements. Focal will notify GTE in writing whether the format is acceptable. Focal will also provide GTE with the agreed-upon control reports as part of this test.

Focal will provide a test file to GTE's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one (1) full day's production usage. The format of the file will conform to the requirements shown in Section III. GTE will review the file and verify that it conforms to its data center requirements. GTE will notify Focal in writing whether the format is acceptable. GTE will also provide Focal with the agreed-upon control reports as part of this test.

#### **9.2 Operational Test**

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by GTE and Focal.

GTE is required to provide Focal with GTE recorded, unrated usage (as defined in Section 2) for a minimum of five (5) consecutive days. Focal will provide GTE with the message validation reports associated with test usage.

Focal will rate and process the unrated intraLATA toll and local usage. Focal will process this data to test bills. Focal may request that the test usage contain specific usage volumes and characteristics to ensure a complete test.

Specific usage volumes and characteristics will be discussed during detailed negotiations.

### 9.3 Test File

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subappendix A hereto.

## **SECTION VI: POST DEPLOYMENT ACTIVITIES**

### **1. General**

Requirements for ongoing maintenance of the usage feeds between Focal and GTE are described in this section. Included are minimal requirements for day to day control of the regularly scheduled transfer of GTE unrated and rated usage data and procedures for introducing and verifying Focal/GTE System Changes.

#### **9.1 Control Maintenance And Review**

##### **9.1.1 Periodic Review**

Control procedures for all usage transferred between GTE and Focal will require periodic review. This review may be included as part of an annual audit of GTE by Focal or as part of the normal production interface management function. Breakdowns which impact the flow of usage between GTE and Focal must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by Focal and GTE.

##### **9.1.2 Retention of Records**

Data back-up will be retained for forty-five (45) days. GTE shall maintain a machine readable back-up copy of the message detail provided to Focal for a minimum of forty-five (45) calendar days. Focal will maintain the message detail received from GTE for a minimum period of forty-five (45) calendar days. Designated Focal personnel will provide these records to GTE or its authorized agents upon written request. GTE will also provide any data back to Focal upon their written request.

#### **9.2 GTE Software Changes**

When GTE plans to introduce any software changes which impact the format or content structure of the usage data feed to Focal, designated GTE personnel will notify Focal no less than one hundred twenty (120) calendar days before such changes are implemented.

GTE will communicate the projected changes to the appropriate groups in



Focal so that potential impacts on Focal processing can be determined.

Focal personnel will review the impact of the change on the entire control structure as described in Section 1.5, Post Conversion Test Plan, herein. Focal will negotiate any perceived problems with GTE and will arrange to have the data tested utilizing the modified software.

If it is necessary for GTE to request changes in the schedule, content or format of usage data transmitted to Focal, GTE will notify Focal.

### 9.3 Focal Requested Changes

If it is necessary for Focal to request changes in the schedule, content, or format of the usage data transmitted from GTE, Focal will notify GTE.

When the negotiated changes are to be implemented, Focal and/or GTE will arrange for testing of the modified data as described in Section 1.5, Post Conversion Test Plan.

### 9.4 Focal Software Changes

When Focal plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from GTE, Focal will notify the designated GTE personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The Focal contact will communicate the projected changes to the appropriate groups in GTE so that potential impacts on GTE processing can be determined.

Focal will negotiate any perceived problems with GTE and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

## 9.5 Post-Conversion Test Plan

The test plan described below is designed to encompass all types of changes to the usage data transferred by GTE to Focal and the methods of transmission for that data.

### 9.5.1 GTE System Change Description

For a GTE system change, GTE shall provide Focal with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, GTE shall provide a list of the specific records and/or systems impacted by the change to designated Focal personnel.

Finally, GTE shall also provide Focal a detailed description of the changes to be implemented. It shall include sufficient detail for designated Focal personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

### 9.5.2 Change Negotiations

GTE and Focal will provide mutual written change notifications. Focal shall be notified in writing of all proposed change negotiations initiated by GTE. In turn, Focal will notify GTE of proposed change negotiations initiated by Focal.

After formal notification of planned changes, whether originated by GTE or Focal, designated Focal personnel will schedule negotiation meetings as required with designated GTE personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, GTE shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated Focal personnel will negotiate a detailed test procedure with GTE.

### 9.5.3 Control Change Analysis

Based on the detailed description of the changes provided by GTE, and the review of the projected changes by Focal, designated Focal personnel will:

#### 9.5.3.1 Determine the impact of the changes on the overall structure.

- 9.5.3.2 Determine whether any single change has a potential control impact (i.e., high error rate on individual records that might result in pack rejection).
- 9.5.3.3 Determine whether any controls might be adversely affected.
- 9.5.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

#### 9.5.4 Verification Of Changes

Based on the detailed description of changes furnished by GTE, designated Focal personnel will:

- 9.5.4.1 Determine the type of change(s) to be implemented.
- 9.5.4.2 Develop a comprehensive test plan.
- 9.5.4.3 Negotiate scheduling and transfer of modified data with GTE.
- 9.5.4.4 Negotiate testing of modified data with the appropriate Focal rpc.
- 9.5.4.5 Negotiate processing of verified data through the Focal billing system with the rpc.
- 9.5.4.6 Arrange for review and verification of testing with appropriate Focal groups.
- 9.5.4.7 Arrange for review of modified controls, if applicable.

#### 9.5.5 Introduction of Changes

When all the testing requirements have been met and the results reviewed and accepted, designated Focal personnel will:

- 9.5.5.1 Negotiate an implementation schedule.
- 9.5.5.2 Verify the existence of a contingency plan with the appropriate Focal personnel.
- 9.5.5.3 Arrange for the follow-up review of changes with appropriate Focal personnel.
- 9.5.5.4 Arrange for appropriate changes in control program, if applicable.
- 9.5.5.5 Arrange for long-term functional review of impact of changes on the Focal billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII: SUBAPPENDICES

SUMMARY OF SUBAPPENDICES

Subappendix A

Physical Characteristics Of Data Tapes/  
Cartridges

Subappendix B

Message Validation Pack Reject Report (A7287)

Subappendix C

Message Validation Pack Accepted Report (A7288)

Subappendix D

Message Validation EMR Detail Error Report (A7289)

Subappendix E

Special Features Star Services

## SUBAPPENDIX A

### PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to Focal by GTE, or to GTE by Focal, on tape or cartridge via a courier will have the following physical characteristics:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRECL:	2,472 Bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels.
One file per sending with variable length records	104 bytes EMR compacted format plus location modules as applicable.

SUBAPPENDIX B

MESSAGE VALIDATION PACK REJECT REPORT (A7287) MM/DD/YY HH:MM:SS

RETE N CODE: 01R-00300

```

-----
COMPANY  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  REMOTE ID 9999X  FROM BSID 999
HEADER  RECORD ID  DATE CREATED  INVOICE NUMBER  BELL CO ID  BELL RAO  IX CARRIER  IND CO ID
          9999999  99-99-99      99                99      999      999      9999
REC.
TRAILER RECORD ID  DATE CREATED  INVOICE NUMBER  BELL CO ID  BELL RAO  IX CARRIER  IND CO ID
COUNT          9999999  99-99-99      99                99      999      999      9999
          99,999
    
```

TOTAL

ERRORS ERROR CODE ERROR MESSAGE

EC99.9

```

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
    
```

SUBAPPENDIX B (CONT'D)  
 MESSAGE VALIDATION PACK REJECT REPORT (A7287)

ERROR CODE	ERROR MESSAGES
EC01.2	First record after trailer is not a Pack Header.
EC03.2	From RAO is not numeric.
EC04.3	Invoice number on header invalid.
EC04.5	Company ID not numeric.
EC04.6	Independent company ID is not numeric.
EC04.7	Header Record ID is invalid.
EC04.8	Trailer Record ID is invalid.
EC04.9	Trailer Record count invalid.
EC05.0	Duplicate pack.
EC05.1	Old Pack.
EC05.2	RAO not found on table.
EC07.3	Error rate greater than invoice file threshold for RAO invoice number.
EC12.0	Remote ID in Dataset is not valid.
EC20.0	No detail records in pack.
EC13.0	Invalid status on Pack Header.
EC27.0	Pack exceeds limit of 9,999 detail records.
EC40.9	Pack Header record is missing.
EC41.0	Trailer record is missing.
EC42.0	Trailer message volume is not equal to accumulated message volume.
EC44.0	Header/Trailer date is invalid.
EC45.0	From RAO on Trailer Record is not equal to the from RAO on Header Record.
EC48.0	Invoice number on Trailer Record is not equal to the invoice number on the Header Record.

SUBAPPENDIX C - MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

MM/DD/YY-----HH:MM:SS  
 RETEN CODE: 01R-00300

COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FROM RAO INVOICE NO. DATE CREATED  
 TOTAL RECORDS RECEIVED

-----ZZ.ZZ9  
 -----999-----MM/DD/YY-----

RECORD ID	TYPE OF RECORD	VALID	REJECTED	DROPPED	TOTAL	RECORD
010102	OUTWATS (NON-SMDR)	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010103	OUTWATS (SMDR)	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010104	800 SERVICE	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010101	MTS	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010106	NON-DIAL CONFER BRIDGE	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010107	NON-DIAL CONFER LEG RECORD	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010108	DIAL CONFERENCE BRIDGE	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9
010111	ALLIANCE (AGTC)	ZZ.ZZ9	ZZ.ZZ9		ZZ.ZZ9	ZZ.ZZ9





015002				OUTWATS LINE SUMMARY					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
015004				800 LINE SUMMARY					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
015032				DIR. ASSISTANCE LINE SUMMARY					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
TOTAL OVERSEAS MTS									
03XXXX				CREDIT REQUESTS					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
51/52				CANCEL REQUESTS					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
71/72				CORRECTION REQUESTS					
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
INVALID RECORD IDENTIFICATION									
ZZ.ZZZ9				ZZ.ZZZ9					
PACK TOTALS									
				ZZ.ZZ9 ZZ.ZZ9ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9

SUBAPPENDIX D

PAPER COPY OF A REPORT TO BE INCLUDED WITH DISTRIBUTION

SUBAPPENDIX E  
 SPECIAL FEATURES STAR SERVICES

The following are STAR Services supported by these Local Resale requirements to date. When identified, additional services can be negotiated to be included in this Resale offer.

- 1) Busy Redial/.....  
 Last Number Redial ..... This feature allows a customer to redial a number when a Busy signal is encountered.
- 2) Call Return/Missed Call Dialing..... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.
- 3) Call Trace ..... This feature allows the tracing of nuisance calls.
- 4) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For all "per use" STAR Features the 'Miscellaneous Charge Line Summary Non-Detail Charge' 425001 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	MUST BE POPULATED
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	1) BUSY REDIAL/LAST NUMBER REDIAL POPULATE WITH '00001'
MISCELLANEOUS *TEXT CODE	POSITIONS 168 - 172	2) CALL RETURN/LAST NUMBER REDIAL POPULATE WITH '00002'
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	3) CALL TRACE POPULATE WITH '00003'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	4) 3-WAY CALLING POPULATE WITH '00004'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	5) AUTOMATIC REDIAL POPULATE WITH '00005'

NOTE: For fields not specifically defined, the standard EMR format for a 425001 record should be used.

**APPENDIX II**  
**TO**  
**ATTACHMENT 7**

**LOCAL**  
**ACCOUNT MAINTENANCE**

## LOCAL ACCOUNT MAINTENANCE REQUIREMENTS

### 1. GENERAL

In a Resale environment the goal is to enable Focal to create an account maintenance structure congruent to GTE. In the current LEC environment, the LEC has access to all of the customer account data, network switch activity and current status, and new and existing customer account data. In order to obtain the data necessary to satisfy Focal Local Account Maintenance requirements, GTE must support three key Local Account Maintenance requirements.

#### 9.1 REQUIREMENT #1 - LSP Change Notification Feed

**Situation:** A Customer initiates a change from Focal to another LSP by contacting the New LSP. (LSP Change Notification Feed)

GTE shall issue and provide to Focal at the end of each business day a service activation report in an electronic format reflecting change activity occurring on the previous day.

Create an end-of-day LSP Change Notification Feed:

**Purpose:** To convey to Focal that a customer has left the LSP and moved to a new LSP. The new LSP could either be another Reseller, GTE or Facilities based provider.

**Data Delivery Schedule:** Five days a week, volumes fluctuating with change activity.

**Data Transfer Requirements:** Batch feed, sent end-of-day, via Connect/Direct NDM sent within 24 hours of the switch being provisioned.

**Focal Data Center Receiving NODE:** NDMATTA1

**Dataset Name:** TMCD.LOCAL.LSPOUT.(+1) = Generation dataset

9.1      **REQUIREMENT #2 - LSP SERVICE ORDER PIC ONLY CHANGE  
PROCESS**

**Situation:** Customer has Focal for Local Service and contacts Focal requesting a change of PIC only from one LD Carrier to another.

**Focal Local Process:** LD PIC Changes will be accepted by Focal. Focal will enter the PIC Change into the service order system, and will generate an LD PIC Change Order which will be sent to GTE for provisioning.

**SWP Requirement:** Accept a PIC Only Change for an existing Focal customer via the current Service Order feed. Provision the network, and convey the confirmation of the PIC Only order via the current Work Order Completion feed.

9.2      **REQUIREMENT #3 - IXC PIC CHANGE PROCESS**

**Situation:** Customer has Focal and contacts a New IXC to change PIC to new LD Carrier.

Upon receipt of an IXC-initiated '01' PIC order on a Resold line:

- GTE will reject the '01' order. Create the appropriate Industry Standard '3148', with the Local Service Provider ID of the Reseller and send the reject to the originating IXC. The reject must be returned within one business day.

NOTE: If GTE refuses to provide the Local Service Provider ID the record can be rejected with the Industry Standard transaction code '3147'.

9.3      **PIC Restricted**

In order for GTE to appropriately reject an IXC initiated "01" PIC Order on an Focal WTN, GTE must implement a specific up-front edit. Do not apply a 'PIC Freeze' or a 'PIC Restriction'.

If the submitted WTN is a resold line assigned to Focal (LSP ID 7421), reject the "01" PIC order with TCSI 3148. Populate LSP ID 7421 in the CARE record and return to the submitting IXC. If GTE were to reject the order for the reason of "restricted PIC" rather than "resold line," the submitting IXC would not know the line was resold. This would further delay the IXC's attempt to provision the line with the correct LSP.

The above edit process has nothing to do with "PIC Restriction." It is not Focal's intent to provide GTE with end user PIC Restriction information since an end user's request for PIC restriction will be resident only on Focal data bases. IXC initiated PIC orders received by Focal will be edited for restricted PIC and returned to the submitting IXC with the appropriate reject TCSI if the WTN is found to be restricted.



## GLOSSARY OF TERMS

<u>Acronym</u>	<u>Definition</u>
ALEC	Alternate Local Exchange Carrier
CARE	Customer Account Record Exchange
CTI	Customer Type Indicator
Incumbent LEC	Incumbent Local Exchange Company
ISI	Industry Support Interface
IXC	Interexchange Carrier
LAM	Local Account Maintenance
LD	Long Distance
LEC	Local Exchange Company
LERG	Local Exchange Routing Guide
LSP	Local Service Provider
NDM	Network Data Mover
OCN	Operating Company Number
OUTPLOC	LSP CHANGE NOTIFICATION
PIC	Primary Interexchange Carrier
PLOC	Primary Local Operating Carrier
S/O	Service Order
SWP	Switch Provider
WTN	Working Telephone Number

**ATTACHMENT 8**

**INTERIM NUMBER PORTABILITY**

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1. GTE PROVISIONING OF INTERIM NUMBER PORTABILITY .....	1
2. INTERIM NUMBER PORTABILITY (INP) METHODS .....	1
3. REQUIREMENTS FOR INP .....	2

## **INTERIM NUMBER PORTABILITY**

### **1. GTE Provisioning of Interim Number Portability**

GTE shall provide, to the extent technically feasible, interim number portability (INP) in accordance with requirements of the Act and FCC 96-286. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of Focal services. INP by Remote Call Forwarding shall be made available for ordering by Focal upon approval of this Agreement.

- 1.1 In addition, except for the loss of features that may be occasioned by the use of Remote Call Forwarding or other number portability technologies, the Focal Customer may retain its local telephone number with no loss of features and functionalities; and the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an Focal Customer shall be equal in quality to that experienced by a similarly-situated GTE Customer with Remote Call Forwarding or other number portability technology, as the case may be.

### **2. Interim Number Portability (INP) Methods**

#### **2.1 INP Methods**

INP shall be provided by Remote Call Forwarding (RCF) and Direct Inward Dialing (DID). Focal shall specify on a per telephone number basis which method is to be employed and GTE shall provide such method to the extent technically feasible. If DID is ordered but not immediately available, Focal may choose another available INP method until the requested service is available, provided, however, that GTE shall provide to Focal the requested service within six (6) months of the approval of this Agreement. Focal and GTE agree that Focal may identify additional or revised methods of interim number portability. All such additional or modified methods of interim number portability shall be subject to the Bona Fide Request Procedures outlined in Attachment 12.

#### **2.2 Remote Call Forwarding**

Remote Call Forwarding (RCF) is an existing switch-based GTE service that may be used to provide subscribers with limited service-provider LNP by redirecting calls within the telephone network. When RCF is used to provide LNP, calls to the ported number will first route to the GTE switch to which the ported number was previously assigned. The GTE switch will then forward the call to a number with an NXX associated with the Focal

operated switch to which the number is ported. Focal shall specify the number of paths required to handle multiple simultaneous calls to the same ported telephone number.

### 2.3 **Direct Inward Dialing**

When a call to the ported number reaches the GTE switch, DID will route the dialed number directly to Focal, over end-office to end-office, one-way DID trunking with multi-frequency (MF) signaling for call completion.

2.3.1 DID does not allow for overflow routing. MF signaling does not allow for passing the Calling Party Line Identification (CLID) to Focal.

2.3.2 [Intentionally deleted]

2.3.3 GTE shall disclose to Focal any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. GTE and Focal shall cooperate in the process of provisioning INP to minimize customer out-of-service time.

2.4 [Intentionally Deleted]

2.5 [Intentionally Deleted]

## 3. **Requirements for INP**

### 3.1 **White and Yellow Page Listings**

GTE shall provide and maintain for Focal one (1) white page and one (1) yellow page (if applicable) listing for each Focal subscriber that has ported its number from GTE, consistent with that specified for Provisioning in this Agreement.

3.2 The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by GTE to its own customers.

### 3.3 **Cutover Process**

GTE shall cooperate in the process of porting numbers from one carrier to the other so as to limit service outage for the ported subscriber.

### 3.4 **Testing**

GTE shall cooperate in testing ported telephone numbers to assure call completion.

### 3.5 **Non-Geographic Numbers**

GTE shall not be required to provide number portability for non-geographic services (e.g., 500 and 900 NPAs and 976 NXX number services) under this Agreement.

3.5.1 Compensation arrangements for terminating local traffic between GTE and Focal shall apply to ported calls.

3.5.2 GTE shall pay to Focal a portion of the terminating access revenue for calls transported from the interexchange carrier to Focal via a GTE porting office.

### 3.6 Treatment of TLN Calling Cards

3.6.1 Where technically feasible and where Focal is purchasing LIDB services from GTE, GTE shall allow Focal to order provisioning of TLN calling cards and Billed Number Screening (BNS), in its LIDB, for numbers ported on an interim basis, as specified by Focal. GTE shall continue to allow Focal access to its LIDB. Other LIDB provisions are specified in this Agreement.

### 3.7 911

Focal shall have the right to use the existing GTE 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, Focal shall provide to GTE in GTE's capacity as administrator of the PSAP's ALI (Automatic Location Identification) database, current subscriber address records keyed to Focal's shadow number and including GTE's ported number and GTE's company identification number as established by the National Emergency Number Association (NENA). GTE will provide the Focal records to the ALI database as promptly as it provides its own records. GTE will work with Focal to establish a process to verify the accuracy of the information in the PSAP's database.

**ATTACHMENT 9**  
**NETWORK SECURITY**  
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1. Protection of Service and Property .....1

2. Revenue Protection .....2

3. Law Enforcement Interface.....3

4. Impairment of Service .....4

## NETWORK SECURITY

### 1. Protection of Service and Property

GTE shall exercise the same degree of care to prevent harm or damage to Focal, its employees, agents or customers, or their property as it employs to protect its own personnel, customers and property, etc. GTE, its employees, agents, or representatives agree to take reasonable and prudent steps to protect Focal property and services, including, but not limited to:

- 1.1 Restricting access to Focal's collocation space as set forth in applicable GTE state and federal collocation tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access to Focal's collocation space:
  - 1.1.1 GTE shall implement adequate measures to control access to collocation cages.
  - 1.1.2 Collocation space shall comply with all applicable fire and safety codes.
  - 1.1.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring Focal collocation space provided by GTE shall also be connected to a manned site. Focal may, at its option, provide its own intrusion alarms for its collocated space.
  - 1.1.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
  - 1.1.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal collocation tariffs.
  - 1.1.6 GTE shall retain a master key to Focal's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At Focal's option, the Parties shall review key control procedures no more frequently than twice in any twelve month period. At any time, Focal may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
  - 1.1.7 Not more frequently than twice a year, Focal may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel

necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal collocation tariffs. Should Focal identify deficiencies in security and access procedures and equipment, as a result of such audits or otherwise, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the Parties.

- 1.2 In order to protect customer proprietary information, ensure both ongoing operational and update integrity of databases, and control access to the ability to disconnect end users on authorized ports, in cases in which there are shared systems access to GTE systems, GTE will provide access controls to its system based upon GTE's internal security standards, which standards shall include, at minimum, traditional log in and password procedures. Focal shall be responsible for Focal control installation.

## 2. Revenue Protection

- 2.1 The Parties shall work cooperatively with each other to utilize present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within the network. These features may include screening codes, call blocking of international, 800, 900/976, and 700 numbers and the capability to require end-user entry of an authorization code for dial tone on a per line basis, in accordance with applicable laws, regulations and tariffs. GTE will provide call blocking of 700 and 800/888 numbers when technically feasible and when made available to GTE end users, in accordance with applicable laws, regulations and tariffs. Upon Focal's request, GTE shall provide Focal with information generated by the fraud prevention or revenue protection features of its network relevant to fraudulent use of services by Focal's customers. GTE shall calculate, and Focal shall pay, the incremental cost of providing the information pursuant to the TELRIC methodology. GTE shall prorate the cost in a competitively neutral manner.
- 2.2 If Focal has uncollectible or unbillable revenue resulting from, but not confined to, provisioning, maintenance, or signal network routing errors which are the responsibility of GTE, GTE's liability shall be governed by the applicable tariff.
- 2.3 If Focal has uncollectible or unbillable revenue resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties for which GTE has administrative control of access to said Network Element or operational support system software, GTE's liability shall be governed by the applicable tariff.



2.4 If Focal has uncollectible or unbillable revenue resulting from the unauthorized physical attachment to loop facilities (under GTE's responsibility or control) from the Main Distribution Frame up to and including the Network Interface Device, including clip on fraud, GTE's liability shall be governed by the applicable tariff..

2.5 GTE shall provide quick/soft dial tone to allow only the completion of calls to termination points required by law and to establish service.

3. **Law Enforcement Interface**

3.1 Only if available in connection with GTE's operation of its own business, GTE shall provide seven day a week/ twenty-four hour a day installation and information retrieval pertaining to emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by Focal.

3.2 GTE agrees to work jointly with Focal in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Focal Customers will be billed to Focal.

3.3 GTE will, in nonemergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is an Focal Customer and shall refer them to Focal.

4. **Impairment of Service**

4.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

4.2 If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary

discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

**ATTACHMENT 10**

**ACRONYMS**

<b>ACRONYM</b>	<b>DEFINITION</b>
AAA	American Arbitration Association
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automated Message Accounting
ANSI	American National Standards Institute
ARPM	Average Revenue Per Message
ATIS	Alliance for Telecom Industry Solutions
ATM	Asynchronous Transfer Mode
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV	Busy Line Verification
BRCS	Business and Residential Customer Service
C	Network Element Combination
C-DTTA	Combo of Dedicated Transport & Tandem
C-LPLS	Combo of Loop & Local Switching
C-LSCTSSDBTS	*
CABS	Carrier Access Billing Systems
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CARE	Customer Account Record Exchange
CCITT	Consultative Committee on International Telegraph & Telephone
CCS	Communications Channel Signaling
CCSNIS	Common Channel Signaling Network Interface Specification
CIC	Carrier Identification Code
CLASS	Custom Local Area Signaling Service
CLC	Carrier Liaison Committee
CLEC	Competitive Local Exchange Carrier

\*Combo of: Local Switching, Common Transport, Signaling, Databases & Tandem Switching

CLLI	Common Language Location Identifier
CMIP	Coded Mark Inversion Protocol
CO	Central Office
CPE	Customer Premises Equipment
CRDD	Customer Requested Due Dates
CT	Common Transport
CTI	Customer Type Indicator
CY	Current Year
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DB	Database
DB	Service Central Points/Databases
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DS0	Digital Signal Level Zero
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
E	Network Element
E&M	Ear & Mouth Signaling
E-LP	Element Loop
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
EFT	Electronic Fund Transfer
EI	Electronic Interface
EI	Emergency Interrupt
EMR	Exchange Message Record
EO	End Office
ESF	Extended Super Frame
ESL	Essential Service Line
ETTR	Estimated Time to Repair
FDI	Feeder Distribution Interface

FN	Fiber Node
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Framebased User to Network Interface
GTT	Global Title Translation
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
IISP	Interim Interswitch Signaling Protocol
ILEC	Incumbent Local Exchange Carrier
INA	Integrated Network Access
Incumbent LEC	Incumbent Local Exchange Company
INP	Interim Number Portability
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISI	Industry Support Interface
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carrier
LAM	Local Account Maintenance
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LC	Loop Concentrator/Multiplexor
LCC	Line Class Code
LD	Loop Distribution
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Routing Guide
LF	Loop Feeder
LGX	Lightguide Cross-Connect

LIDB	Line Information Data Base
LMI	Local Management Interface
LNP	Local Number Portability
LP	Loop
LRECL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching
LSO	Local Serving Office
LSP	Local Service Provider
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MF	Multi-Frequency
MIB	Management Information Base
MLT	Mechanized Loop Tests
MOP	Methods of Procedure
MOS	Modified Operator Services
MR	Modification Request
MRVT	MTP Routing Verification Test
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
NDM	Network Data Mover
NEBS	Network Equipment Building System
NI	Network Interface Device
NID	Network Interface Device
NIU	Network Interface Unit
NMS	Network Management System
NNI	Network to Network Interface
NVT	Network Validation Test
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering & Billing Forum
OC	Optical Carrier
OCN	Operating Company Number
ODS	Optical Distribution
OLI	Originating Line Indicator
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSPS	Operator Services Position System
OSS	Operations Support Systems

OSSGR	Operator Services Systems Generic Requirements
OUTPLOC	LSP CHANGE NOTIFICATION
PBX	Private Branch Exchange
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier
PIC	Primary Interexchange Carrier
PLOC	Primary Local Operating Carrier
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POT	Point of Termination
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
PUC	Public Utilities Commission
RAO	Regional Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RPC	Regional Processing Center
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SCCP	Signaling Connection Control Point
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SECAB	Small Exchange Carrier Access Billing
SL	Signaling Link Transport
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
SNMP	Simple Network Management Protocol
S/O	Service Order
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS	SS7 Message Transfer & Connection Control
SS7	Signaling System 7
SSP	Switching Services Port
STP	Signaling Transfer Point

STS	Synchronous Transport Signal
SWF-DSI	Switched Functional DS1 Service Capability
SWP	Switch Provider
T&M	Time & Material
TCAP	Transaction Capabilities Application Port
TDEV	Time Deviation
TDI	Tie Down Information
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UNI	User to Network Interface
VB	Variable Block
VCI	Virtual Channel Identifier
VF	Voice Frequency
WDM	Wavelength Division Multiplexing
WTN	Working Telephone Number



## ATTACHMENT 11

### DEFINITIONS

**"AAA"** means the American Arbitration Association.

**"Act"** means the Telecommunications Act of 1996.

**"Advanced Intelligent Network (AIN)"** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

**"Affiliate"** means, with respect to any Party, a corporation or other entity directly or indirectly controlled by, controlling or under common control with such Party. "Control" means the power to direct the management and policies of the entity whether through the ownership of voting securities by agreement, or otherwise.

**"Agreement"** has the meaning set forth in the preamble.

**"AIN Services"** has the meaning set forth in Section 27.1 of the Agreement.

**"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

**"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any Governmental Authority, including without limitation those relating to the environment, health and safety, which apply or relate to Work Locations or the subject matter of this Agreement.

**"Arbitrator"** has the meaning set forth in Section 6.1 of Attachment 1.

**"As Defined in the Act" or "As Described in the Act"** means as specifically defined or as described, respectively, in the Act as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**"Focal"** has the meaning set forth in the preamble.

**"Focal Customer"** means any business or residential customer for Focal Telecommunication services.

**"Attachment"** is any placement of one Party's equipment or facilities in or on another Party's Poles, Ducts, Conduits, or Rights of Way.

**"Attachment Request"** is a request for attachment made pursuant to Section 3.4 of Attachment 3.

**"Automatic Location Identification/Data Management System (ALI/DMS)"** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

**"Automatic Route Selection (ARS)"** is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

**"Bill"** means bill submitted by one Party to the other Party for Charges.

**"Business Day"** has the meaning set forth in Section 23.8 of the Agreement.

**"BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic" or "BLV/BLI Call"** means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

**"CABS"** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

**"Central Office Switch"** means a switch used to provide Telecommunications Services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

**"CENTRANET"** means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.

**"Charge"** means an amount charged by one Party to the other Party for services rendered or products purchased hereunder.

**"Claim"** has the meaning set forth in Section 10.4 of the Agreement.

**"CLASS (Custom Local Area Signaling Service) and LASS (Local Area Signaling Service)"** means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

**"CLEC"** means competitive local exchange carrier.

**"CLLI codes"** means Common Language Location Identifier Codes.

**"Collocation"** has the meaning set forth in Section 2.1 of Attachment 3.

**"Combinations"** has the meaning set forth in Section 1 of the Agreement

**"Commission"** means the Utilities and Transportation Commission of the State of Washington.

**"Common Transport"** has the meaning set forth in Section 7.1 of Attachment 2.

**"Complaint"** and **"Complaining Party"** have the respective meanings set forth in Section 2(b) of Appendix I to Attachment 1.

**"Conduit"** means a tube or protected through that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

**"Confidential Information"** has the meaning set forth in Section 17.1 of the Agreement.

**"Contract Year"** means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

**"Customer Usage Data"** means the local Telecommunications Services usage data of an Focal Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by GTE and forwarded to Focal.

**"DA Listing Information"** has the meaning set forth in Section 20.1 of the Agreement.

**"Damages"** has the meaning set forth in Section 10.4.1 of the Agreement.

**"Dedicated Transport"** has the meaning set forth in Section 8.1 of Attachment 2.

**"Directory Listings"** has the meaning set forth in Sections 19.1 and 19.2 of the Agreement.

**"Directory Assistance Service"** has the meaning set forth in Section 6.1 of Attachment 2.

**"Discloser"** means that Party to this Agreement which has disclosed Confidential Information to the other Party.

**"Disputes"** mean all disputes, claims or disagreements arising under or related to this Agreement or the breach thereof.

**"Duct"** has the meaning set forth in Section 3.1.3 of Attachment 3 of the Agreement.

**"Effective Date"** has the meaning set forth in Section 2 of the Agreement.

**"EMR"** means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore which defines the industry standard for exchange message records.

**"Environmental Hazard"** means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

**"Enhanced White Pages"** means optional features available for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).

**"Enhanced Yellow Pages"** means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capitals, additional line of text, indented).

**"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.

**"Excluded Environmental Liabilities"** has the meaning set forth in Section 8.1 of the Agreement.

**"E911 Service"** is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

**"Facility" and "Facilities"** has the meaning set forth in Section 3.1.4 of Attachment 3 of the Agreement.

**"FCC"** means the Federal Communications Commission.

**"Governmental Authority"** means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction over GTE or Focal.

**"Grooming Plan"** has the meaning set forth in Section 41.1 of the Agreement.

**"GTE"** has the meaning set forth in the preface of this Agreement.

**"GTE Customer"** means any business or residential customer for GTE Telecommunication services.

**"Impairment in Service", "Impaired Party" and "Impairing Party"** shall have the respective meanings set forth in Section 4 of Attachment 9.

**"Inner Duct"** has the meaning set forth in Section 3.1.5 of Attachment 3 of the Agreement.

**"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

**"Intellectual Property Right"** has the meaning set forth in Section 10.4 of the Agreement.

**"Inter-Company Review Board"** means an inter-company review board established pursuant to Section 3.1 of Attachment 1.

**"Interconnection Services"** has the meaning set forth in Section 1 of the Agreement.

**"Interim Number Portability (INP)"** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

**"LATA"** means local access transport area.

**"Line Information Data Base(s) (LIDB)"** has the meaning set forth in Section 11.3.1 of Attachment 2 of the Agreement.

**"LEC"** means local exchange carrier.

**"LOA"** has the meaning set forth in Section 25.1.1 of the Agreement.

**"Local Number Portability (LNP)"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

**"Local Services"** has the meaning set forth in Section 24 of the Agreement.

**"Local Service Bill"** means a Bill for Local Service Charges.

**"Local Service Charges"** has the meaning set forth in Section 2.1 of Appendix A to Attachment 6 of the Agreement.

**"Local Traffic"** for purposes of interconnection and mutual compensation under this Agreement means traffic: (i) that originates and terminates in the same GTE exchange area; or (ii) originates and terminates in different GTE exchange areas that share a common mandatory local calling area such as mandatory Extended

Area Service (EAS). Local Traffic does not include optional EAS which are those arrangements where the originating end user has a choice between rate plans, one rate plan which does include the identified route and one rate plan which does not include the identified route within the end user's flat-rate calling area.

**“Loop”** and **“Loop Combination”** have the respective meanings set forth in Section 3 of Attachment 2 of the Agreement.

**“Loop Concentrator/Multiplexer”** has the meaning set forth in Section 3.3.1 of Attachment 2 of the Agreement.

**“Loop Distribution Media”** has the meaning set forth in Section 3.2.1 of Attachment 2 of the Agreement.

**“Loop Feeder”** has the meaning set forth in Section 3.4.1 of Attachment 2 of the Agreement.

**“LSR”** means the Local Services request form and processes for ordering services for an end user customer which are approved by the OBF and may be modified by mutual agreement of the Parties.

**“Manhole”** has the meaning set forth in Section 3.1.7 of Attachment 3 of the Agreement.

**“MECAB”** means the Multiple Exchange Carrier Access Billing (MECAB) document prepared under the direction of the Billing Committee of the OBF which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

**“MECOD”** means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface, a document developed under the auspices of the Billing Committee of the OBF which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other connectivity services which is to be provided by two or more LECs (including a LEC and a CLEC), or by one LEC or CLEC in two or more states within a single LATA.

**"Network Element" or "Element"** means a facility or equipment used in the provision of a Telecommunications Service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

**"Network Interface Device" or "NID"** has the meaning set forth in Section 2.1 of Attachment 2 of the Agreement.

**"New Services Request"** means a request from Focal to GTE to obtain facilities, features, capabilities, functionality or services that are not already available under this Agreement.

**"North American Numbering Plan" or "NANP"** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10 digit number that consists of a 3 digit NPA code (commonly referred to as the area code), followed by a 3 digit NXX code and a 4 digit line number.

**"NXX"** means the three digit code which appears as the first three digits of a seven digit telephone number.

**"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

**"OBF"** means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

**"Operator Service"** has the meaning set forth in Section 5.1.1 of Attachment 2 of the Agreement.

**"OSS"** means operations support systems.

**"Parties"** means Focal and GTE.

**"Permanent Number Portability (PNP)"** means the use of the Location Routing Number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.



**"Pole Attachment"** means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

**"Public Safety Answering Point" or "PSAP"** means an answering location for 9 1 1 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

**"Quality Standards"** are referenced in Section 11.3, Sections 9 and 9.4.1 of Attachment 5, and Attachment 12 of the Agreement.

**"Real Time"** means interactive system-to-system communications and response (of the type described in Section 29.1.2 and Attachment 13) in the actual time in which an event takes place, with the reporting on or recording of the event practically simultaneous (given or assuming network and systems' capabilities) with the occurrence of the event.

**"Recipient"** means that party to this Agreement to which Confidential Information has been disclosed by the other party.

**"Recorded Usage Data"** has the meaning set forth in Attachment 7 of the Agreement.

**"Remote Call Forwarding" or ("RCF")** has the meaning set forth in Section 2.2 of Attachment 8 of the Agreement.

**"Release"** means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

**"Right of Way (ROW)"** has the meaning set forth in Section 3.1.9 of Attachment 3 of the Agreement.

**"SECAB"** means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains

the recommended guidelines for the billing of access and other connectivity services.

**"Served Premises"** means collectively, all of the locations selected by Focal for or to which Focal orders Network Elements, Ancillary Functions or Combinations.

**"Signaling Link Transport"** has the meaning set forth in Section 9.1 of Attachment 2 of the Agreement.

**"Signaling Transfer Points"** has the meaning set forth in Section 10.1 of Attachment 2 of the Agreement.

**"State"** has the meaning set forth in the preamble.

**"Structure"** has the meaning set forth in Section 3.1.4.1 of Attachment 3 of the Agreement.

**"Tandem Switching"** has the meaning set forth in Section 12.1 of Attachment 2 of the Agreement.

**Telecommunications Service** has the meaning set forth in Section 3 of the Act.

**"Telephone Relay Service"** has the meaning set forth in Section 26.6 of the Agreement.

**"TSLRIC"** has the meaning set forth in Section 2 of Attachment 14 of the Agreement.

**"Thousands Block of Numbers"** shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.

**"Transit Service"** has the meaning set forth in Section 37.5.2 of the Agreement.

**"Unbundled Network Element Bill"** means a Bill for Unbundled Network Element Charges.

**"Unbundled Network Element Charges"** has the meaning set forth in Section 2.1 of Appendix B to Attachment 6 of the Agreement.

**"Voluntary Federal Customer Financial Assistance Programs"** are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

**"Waste"** means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Focal or GTE or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Focal, GTE or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

**"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

**"Work Locations"** means all buildings, equipment, structures, and other items located on a single site or contiguous or adjacent sites owned or operated by the same person or persons for the purpose of providing Telecommunications Services in connection with this Agreement.

**ATTACHMENT 12**  
**SERVICE QUALITY STANDARDS AND PROCESSES**

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## **Service Quality Standards and Processes**

### **1. Introduction**

This Agreement contains provisions which are applicable to Local Services, Network Elements, including Ancillary Functions and features, and Combinations, access to GTE's poles, conduits and rights of way, and Interconnection Services, and shall apply on a national and/or an individual state basis, as herein specified or as otherwise established by agreement of the parties or by the context in which a quality standard, process or measurement is applied. The service quality standards, processes and procedures, including Direct Measures of Quality (DMOQs), set forth in this Attachment shall apply to GTE's provision and performance of services, systems, processes and related activity under this Agreement, and are in addition to and not in place of or satisfaction of specific performance standards or obligations imposed on GTE elsewhere in this Agreement or in other Attachments to this Agreement. To the extent indicated in this Attachment, related performance obligations are imposed on Focal, and the indicated service quality standards, processes and procedures shall apply to Focal's performance of said obligations.

- 1.1.** Pursuant to Section 10 of this Agreement, Appendix 1 of this Attachment 12 sets forth the service standards, measurements and performance criteria, applicable to Local Services, Network Elements (including Ancillary functions and features) and Combinations provided under this Agreement, and the liquidated damages, payments, or credits to be paid, or other remedies to apply in the event that specified failures of performance occur.
- 1.2** The Parties recognize that this Agreement will establish new business processes. The Parties also expect that experience will show whether new measurements are needed or whether existing measurements are not needed. Either Party, therefore, may request the addition, deletion or modification of the measures set forth in the Appendices to this Attachment. In the event that the Parties cannot agree on such addition, deletion or modification, then the Party seeking the addition, deletion or modification may initiate the Dispute Resolution process prescribed in Attachment 1 to this Agreement.
- 1.3.** GTE shall provide services to Focal that have substantially the same characteristics of timeliness and performance as GTE provides to itself, its affiliates (hereinafter referred to as "GTE's actual performance"). GTE's service performance, as defined by the designated comparable measures, shall be no worse than or no less than the specific performance threshold of GTE's actual performance for the equivalent service, subject to the definitions

contained within this Attachment 12. Focal shall provide performance as defined by the designated comparable measures at no less than the specific performance thresholds contained within this Attachment 12. The calculation of those performance thresholds will be based on a three (3) month rolling average of actual performance unless otherwise specified. Liquidated damages will apply when a Party's performance is worse than the specified performance threshold as described in this Attachment 12.

#### 1.4 Average Non-Recurring Charges

The Average Non-Recurring Charge is the sum of all non-recurring charges applied to service orders issued by Focal to GTE divided by the total number of Focal orders issued to GTE. These calculations will be made by service activity and service category, Business (Single/Multi-Line, Centrex, PBX Trunks), Residence, LINK, and ISDN. The Average Non-Recurring Charge will be separately calculated for field work and non-field work orders. These Averages and a weighting factor for field and non-field work will be calculated during a study period to be mutually agreed between the Parties. The initial average non-recurring charge calculation will occur within three (3) months of Focal's initial issuance of orders. The average non-recurring charge shall be recalculated when there is a non-recurring charge rate change, and annually as part of the Interconnection Agreement Annual Review.

#### 1.5. Average Recurring Charges

The Average Recurring Charge is the sum of all recurring charges applied to service orders issued by Focal to GTE divided by the total number of Focal orders. These Averages will be calculated during a study period to be mutually agreed between the Parties. These calculations will be made by service activity and service category, Business (Single/Multi-Line, Centrex, PBX, Trunks), Residence, LINK and ISDN. The initial average recurring charge calculation will occur within three (3) months of Focal's initial issuance of orders. The average recurring charge shall be recalculated when there is a recurring charge rate change, and annually as part of the Interconnection Agreement Annual Review.

#### 1.6 DMOQs are categorized by the Parties as:

CATEGORY 1;  
CATEGORY 2; or  
CATEGORY 3.

Category 1: Those primary Performance Measures which the Parties agree must be delivered at performance threshold either by state or at a national

level or as specified per measure. These DMOQs will carry financial incentives in the form of debits or credits to a Party's bill when a current month's performance is worse than the performance threshold. In addition, gap closure plan incentives will apply to Category 1. (Example: Due Date Commitments Met).

Category 2: Those secondary Performance Measures which are indicators of predicted performance and which the Parties agree must be delivered at or above the performance threshold either at a national level by state as specified in Appendix 2 of Attachment 12. While financial incentives do not apply to these Category 2 DMOQs, gap closure plan financial incentives will apply. (Example: Repair Ticket Closures).

Category 3: Those DMOQs which the Parties may determine to be necessary and appropriate, but which require additional evaluation to permit that determination. The Implementation Team established under this Attachment will review and consider each such Category 3 DMOQ to make the aforementioned determination. If the Implementation Team determines that a Category 3 DMOQ is necessary and appropriate, it will reclassify the DMOQ in question as Category 1 or Category 2.

- 1.7 The Parties' agreement to these standards, processes and procedures does not waive or limit the rights of either Party to initiate the Dispute Resolution processes provided in Attachment 1 to this Agreement, nor to initiate or pursue other administrative, judicial or arbitration proceedings to enforce rights or obligations under this Agreement or under governing law.
- 1.8 The service standards, processes and procedures set forth in this Attachment shall not relieve the Parties of any obligations otherwise imposed by the Telecommunications Act of 1996, by the rules, regulations and guidelines duly promulgated thereunder, or by other applicable state or federal law, nor constitute a waiver by the Parties of any rights relating to such obligations.
- 1.9 As used in this Attachment, Contract Month means a calendar month during the term of this Agreement. Contract Month 1 shall commence on the first day of the first full calendar month following the Effective Date. However, if the Effective Date is on the first day of a Calendar Month, that month will be Contract Month 1.

## 2. Service Quality

- 2.1 GTE and Focal recognize and acknowledge the mutual benefit of a Customer-Supplier relationship built upon proven Quality Management Systems.

- 2.2** DMOQs. GTE will provide Local Service, Network Elements and Ancillary Functions in accordance with the service parity standards and other measurements of quality ("DMOQs") described and agreed to in this Attachment and in the Appendices to this Attachment. In the event that either Party fails to meet an applicable DMOQ, the procedures described in Appendix 1 shall be followed.
- 2.3** Service Guarantees. The credits and waivers described in Appendix 2 are intended to serve as an incentive for the Parties to fulfill certain of their commitments under this Agreement.
- 2.4** Focal Supplier Performance Quality Management System. As one method of achieving quality and reliability for services ordered from GTE, GTE agrees to implement the Focal Supplier Performance Quality Management System described in Appendix 3 to this Attachment.

### **3. Deployment**

- 3.1.** Deployment Plan. The Deployment Plan is a staged approach to the implementation of processes, procedures and systems required by this Agreement. The Deployment Plan describes the Parties' attempt to implement a process for attaining performance at or better than the performance threshold.

The Parties agree to implement the provisions of this Agreement in accordance with the Deployment Plan set forth in Appendix 4 to this Attachment. The Parties agree to negotiate, by the end of Contract Month 1, additional requirements which relate to those obligations of the parties in this Agreement that are not addressed in the Deployment Plan.

Thereafter, the Deployment Plan may be revised from time to time to add any additional requirements established by the Parties as part of the implementation process.

- 3.2.** Implementation Team.

The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify



those additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations hereunder, including those described in the Deployment Plan. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. Furthermore, the Deployment Plan will describe the Parties' attempt to implement a process for attaining and maintaining service parity.

**3.3. Operations Plan.**

Within one hundred and twenty (120) days after the Effective Date, the Implementation Team shall reach agreements on the items listed in the Deployment Plan, which shall include processes, procedures, and milestones. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Operations Plan"). The Operations Plan shall include documentation of the various items described in the agreement which are to be agreed upon by the Parties.

**3.4. Action of Implementation Team.**

The Deployment Plan and the Operations Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. An escalation process will be put in place to support the resolution of disputed issues. If the Implementation Team and the escalation process are unable to resolve the issue, the existing provisions of the Deployment Plan and Operations Plan shall remain in full force and effect.

**3.5. Further Coordination and Performance.**

Except as otherwise agreed upon by the Parties, on a mutually agreed upon day and time once a month during the Term of this Agreement, the Implementation Team shall discuss the performance of the Parties under this Agreement and apply the principles of the Focal Supplier Performance Quality Management System. At each such monthly session the Parties will discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the

services, network elements and ancillary functions provided under this Agreement; (iii) the Parties' compliance with the DMOQs set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, through their representatives on the Implementation Team or such other appropriate representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

### **3.6. Operational Review**

**3.6.1.** Representatives of Focal and GTE will meet on a quarterly basis, beginning with the end of the first quarter of 1997, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- a) Interfaces and processes are operational and the agreed upon numbers of Focal Customers for residential and business Resale Services are successfully completed per day;
- b) Interfaces and processes are operational and the agreed upon numbers of orders for Network Elements, Ancillary Functions and Combinations are successfully completed per day;
- c) Interfaces and processes are operational and the Focal orders for unbundled loops are successfully completed per day;
- d) All agreed upon performance standards and DMOQs will be reviewed with respect to the Implementation Plan.

**3.6.2.** If at any quarterly review it is determined that the requirements of this Agreement and the Act are not being met, the Parties may invoke the dispute resolution proceedings provided in Attachment 1 to this Agreement where allowed by applicable regulatory orders.

#### **4. Processes**

The Parties agree to implement the following processes as a means to provide a mechanism for addressing the individual requirements of Focal in a specific state.

- 4.1. Bona Fide Request. The Parties may agree that certain services, including features, capabilities, functionality, Network Elements, or Combinations, are to be ordered through the use of customized Service Orders. In such event, the Bona Fide Request Process described in Appendix 5 to this Attachment will be followed.
- 4.2. New Services. Focal may request from GTE that facilities, features, capabilities, functionality or services that are not already available under this Agreement at the time of such request be provided under this Agreement by delivering a New Services Request to GTE in accordance with the procedures described in Appendix 6 to this Attachment.

#### **5. Capacity Planning**

- 5.1 The Parties negotiated and included in this Agreement common provisions which are applicable to Local Services, Network Elements, including Ancillary Functions and features, and Combinations, access to GTE's poles, conduits and rights of way, and Interconnection Services for all geographic areas in which GTE provides Telecommunications Services on a national basis. However, the Parties recognize that certain provisions, in addition to pricing, must be handled on a state specific basis to address unique local requirements. These items are described below in this Attachment.
  - 5.1.1 By the end of Contract Month 1, Focal will provide a forecast of the quantities of Local Services, Network Elements, Combinations and Ancillary Functions to be made available to Focal during Contract Year 1 on a State-wide basis. The Parties shall meet during the last Contract Month of each Contract Year to agree upon the quantities of Local Services, Network Elements, Combinations and Ancillary Functions to be made available to Focal for the next Contract Year. These quantities shall be sufficient to meet Focal's anticipated requirements as communicated to GTE. If GTE is not able to meet Focal's forecast requirements at any time during the term of this Agreement, GTE must document to Focal within fifteen (15) days of receiving Focal's forecast the reasons why such requirements cannot be met.
- 5.2 In addition, Focal will furnish a per month quarterly forecast of service order volumes, quantities of Local Services, Network Elements, Combinations and Ancillary Functions on a State-wide basis. These forecasts will be furnished

at least one month before the beginning of the quarter covered by the forecast. These projections will allow GTE to provide sufficient Staff for the projected demand and to secure appropriate inventories to meet Focal's requirements. In the event that the first month of Focal's next quarterly forecast is greater than ten (10%) percent of the last month of the current quarter forecast, Focal will notify GTE promptly of the increased order volume.

- 5.3** If Focal actual order activity for a quarter is ten (10%) percent less than stated in its forecast submission to GTE for that quarter, then financial incentives as set forth in Appendix 2 will apply. If Focal actual order activity for a quarter exceeds the level stated in its forecast submission to GTE for that quarter pursuant to Section 5.2 of this Attachment 12, then as to such order activity in excess of forecast levels, the remedies otherwise applicable for missed service order commitments in the Category 1 and Category 2 DMOQs and preparation of Gap Closure Plans shall not apply.
- 5.4** Focal will provide forecasts as specified in Sections 5.1 and 5.2 on a sub-State basis, provided, however, that Focal will provide such forecasts only after the Parties have mutually agreed on a definition of "sub-State" and further provided, that no penalties shall apply to sub-State forecasts.
- 5.5** At the meeting to be held during the last Contract Month of each Contract Year, Focal will provide GTE with a two (2) year rolling forecast of its growth requirements for Ancillary Functions that will be reviewed jointly on a yearly basis.

**Appendix 1  
to  
Attachment 12**

**DMOQs**

**1. General**

The DMOQs in this Appendix are managed as part of the Supplier Performance Quality Management System (SPQMS).

SPQMS requires that when the monthly results do not meet the performance levels described in Appendix 2 to this Attachment, Gap Closure Plans shall be implemented to improve performance. The intent of a Gap Closure Plan is to identify and implement expeditiously those actions necessary to close performance gaps to the acceptable levels of performance established by the Parties under this Agreement and this Attachment. The Parties anticipate that Gap Closure Plans will typically be of six to nine months' duration.

These Gap Closure Plans include:

- evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering;
- forecasted improvement to the desired DMOQ for each issue or initiative;
- evaluation of pertinent changes in periodic results; and
- a date for compliance with Focal's expected performance.

The Gap Closure Plans will be reviewed monthly, or more frequently as updated data and analysis are available.

**2. Measurements**

The specific measurements which apply to this Agreement are described in Appendix 2. The Parties agree to meet on an annual basis to discuss whether changes should be made to any DMOQs or performance objectives.

**3. Performance Incentives**

- 3.1.** If either Party fails to meet an applicable Category 1 or 2 DMOQ for Three (3) Contract Months in a Six (6) Month period, that Party must thereafter submit

to the other Party a draft of a Gap Closure Plan within thirty (30) days of receipt of notice that the DMOQ(s) was (were) not met.

- 3.2.** If either Party required under Section 3.1 preceding to deliver a draft Gap Closure Plan to the other Party fails or fails within the prescribed time period to do so, then the other Party shall receive a credit or payment of Five Thousand Dollars (\$5,000.00). Said payment or credit shall be made within three (3) business days of the entitled Party's demand therefor.
- 3.3.** Focal and GTE will agree upon an approval date for the Gap Closure Plan within ten (10) days of the delivery of the draft Gap Closure Plan.
- 3.4.** The Party subject to the Gap Closure Plan will commence implementation of the Gap Closure Plan on its approval date. If that Party fails to meet its commitments under the Gap Closure Plan, the other Party shall receive a credit or payment, as appropriate, in the sum of up to Fifteen Thousand dollars (\$15,000) payable on demand within three (3) business days, as described in Sections 3.4.1, 3.4.2 and 3.4.3 below.
  - 3.4.1** Payment of Five Thousand Dollars (\$5,000) for failure to implement the process improvements outlined in the plan. The parties may with mutual agreement modify the process improvements in the plan during the life of the plan.
  - 3.4.2** Payment of Five Thousand Dollars (\$5,000) for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.
  - 3.4.3** Payment of Five Thousand Dollars (\$5,000) for failure to complete the Gap Closure Plan on schedule.
- 3.5** GTE is committed to service parity at the start of Focal's Local Service operations. Both parties recognize that a sufficient volume of orders must be processed before a DMOQ can exhibit with a degree of confidence that parity does or does not exist.

The Parties agree to a "transition period" where process data will be accumulated and discussed. This information will assist the Implementation Team in their development and implementation of processes.

For national DMOQs, once Focal's order volume reaches a level of one hundred fifty (150) orders for three (3) consecutive months, a ninety (90) day grace period will begin, with respect to the performance incentives prescribed

for each DMOQ under this Attachment. At the end of that ninety (90) day grace period, those performance incentives shall fully apply.

For State DMOQs, once Focal's order volume reaches a level of one hundred fifty (150) orders for the State for three (3) consecutive months, a ninety (90) day grace period will begin, with respect to the performance incentives prescribed for each DMOQ under this Attachment. At the end of that ninety (90) day grace period, those performance incentives shall fully apply.

- 3.6** The purpose of the payments described above are to serve as an incentive for the Parties to improve their respective performance, not as a substitute for either Party's right to institute dispute resolution processes under Attachment 1 of this Agreement.

**Appendix 2**  
**to**  
**Attachment 12**  
**DMOQ Categories**

1. Category 1 DMOQs
  - 1.1 Table 1 below lists the Category 1 DMOQs for each of the pre-ordering, ordering and provisioning, interconnection, maintenance and repair, forecasting, and billing classifications. For each Category 1 DMOQ classification, column 1 indicates the number of the DMOQ within the classification. Column 2 indicates which Party has the obligation to meet the DMOQ performance measurement, with a "G" indicating a GTE obligation and an "A" indicating an Focal obligation. Column 3 indicates whether the relevant DMOQ performance measurement data is compiled on a national level ("N"), by state ("S"), or by each occurrence of the DMOQ ("P"). Column 4 contains a description of each DMOQ within each classification. Column 5 describes, for each DMOQ, the performance measurement that applies to the DMOQ. Column 6 shows the remedy that must be paid by the Party that has the obligation to meet the DMOQ if that Party has failed to meet the performance thresholds set forth in column 5.
  - 1.2. The Parties agree to provide performance at or above the performance thresholds for each applicable DMOQ as indicated in Table 1 following. Each Party also agrees to pay to the other Party the remedies applicable to each DMOQ for which it has an obligation to meet the performance thresholds but has failed to do so.



TABLE 1

CATEGORY 1 DMOQs

			DESCRIPTION	MEASURE	REMEDY
			<b>Pre-Ordering/Ordering/Provisioning</b>		
1	G	N	Prompt transmission of Customer Service Record ("CSR") Information	85% of CSRs sent to Focal by the close of business on business day following receipt of request.	5% of Average Non-Recurring Charges incurred by Focal for the number of CSRs for which the Quality Standard is not met in the reported month.
2	G	N	Prompt transmission of Firm Order Confirmation ("FOC")	85% of FOCs sent to Focal by the close of business on business day following receipt of request.	20% of Average Non-Recurring Charges incurred by Focal for the lines ordered for which GTE failed to meet the Quality Standard in the reported month.
3	G	S	Due Date commitments met	Percent of Focal Customer install, transfer and change service orders for which service is installed by close of business on the committed due date is not more than 2.5 percent below the percent of GTE customer install, transfer and change service orders.	Waiver of the Average Non-Recurring Charges installation charges for the number of lines by which GTE fails to meet the Quality Standard in the

			DESCRIPTION	MEASURE	REMEDY
					reported month.
4	G	S	% Reporting trouble within 30 days of the date installed	Percent of Focal customer install, transfer and change service orders which are followed by a customer trouble report within 30 days of service order completion date is not more than 2.5 percent worse than the percent GTE customer install, transfer and change service orders which are followed by a customer trouble report within 30 days of service order completion date.	One month's average recurring charge per trouble report exceeding the Quality Standard in the reported month. (not to exceed one credit per customer line per month).
5	A	S	Service Order Discrepancy: LSRs issued without material errors.	80 percent of LSRs initiated by Focal do not contain an order discrepancy or error. Twelve (12) months after this measurement becomes effective, the metric shall change to 90 percent.	Payment by Focal to GTE equal to 20% of the average non-recurring installation charges for the number of lines by which Focal fails to meet the Quality Standard in the reported month.
6	G	N	PIC Changes completed within 24 hours	85% of the time the PIC changes will be completed within 24 hours.	PIC change charge credit for all PIC changes worse than the quality standard.
			<b>Interconnection</b>		
1	G	S	Trunk orders completed on or before the Committed Due	Percent of trunk orders by Focal completed by GTE on or before the commitment date is not more than 10 percent below the percent of	Waiver of 100% of Average Non-Recurring Charges for trunks ordered

			DESCRIPTION	MEASURE	REMEDY
			Date.	feature group B & D switched access orders by all ordering companies completed by GTE on or before the commitment date.	for which GTE failed to meet the Quality Standard in the reported month.
2	G	N	Firm Order Confirmation (FOC) time delivery	Percent of trunk orders by Focal completed by GTE on or before the commitment date is not more than 5 percent below the percent of feature group B & D switched access orders by all ordering companies for which GTE sends FOC within 5 days.	Waiver of 20% of Average Non-Recurring installation charges for trunks ordered for which GTE failed to meet the Quality Standard in the reported month.
3	A	N	Service Order Discrepancy: ASRs issued without material errors.	80% of ASRs initiated by Focal do not contain a material error or result in a discrepancy. Twelve (12) months after this measurement becomes effective, the metric shall change to 90 percent.	Charge equal to 20% of Average Non-Recurring Charges for installation of trunks ordered for which Focal failed to meet the Quality Standard in the reported month.
4	G	P	Collocation: Conditioning of space provided for Collocation.	The time Focal's collocated space is not available to Focal for installation of equipment by the agreed upon due date.	The credit will be calculated by dividing the monthly recurring charge for such collocated space by 30, times the number of days delayed. This penalty does not apply if the delay

			DESCRIPTION	MEASURE	REMEDY
					circumstances are beyond GTE's control.
5	G	P	Collocation: Outage of Focal Equipment Collocated in GTE space.	The time Focal's collocated equipment is out of service due to GTE's failure to comply with its obligations under this agreement.	Focal will receive an outage credit calculated by dividing the monthly recurring charge for such collocated space by 30, times the number of days of outage. This penalty does not apply if the delay circumstances are beyond GTE's control.
6	G	P	Rights of Way (ROW), Conduit and Pole Attachments Availability.	When ROW, Conduit and Pole-Attachments are not available to Focal by the agreed upon due date.	Focal will receive a credit in the amount proportionate to the length of the delay. The credit will be calculated by dividing the annual rental charge by 365 times the number of days delayed. This penalty does not apply if the delay circumstances are beyond GTE's control.

			DESCRIPTION	MEASURE	REMEDY
			<b>Maintenance/Repair</b>		
1	G	S	Percent commitments met.	Percent of Focal customer network trouble reports where commitment met was more than 2.5 percent worse than the percent of GTE customer network trouble reports where commitment was met (excluding reports which are cleared CPE, Focal Customer error).	One month's flat rate average recurring charge per line out of service for which Quality Standard is not met in the reported month.
2	G	S	Average clearing time - out of service - Designed.	Average repair time (total number of elapsed hours/minutes for out of service Focal Customer network trouble reports divided by total number out of service customer network trouble reports) for Focal Customers is more than 10 percent more than the average repair time for GTE Customers (includes only "designed" services).	One month's flat rate average recurring charge per line out of service for which Quality Standard is not met in the reported month.
3	G	S	Average clearing time - out of service - non-designed	Average repair time (total number of elapsed hours/minutes for out of service customer network trouble reports divided by total number out of service customer network trouble reports) for Focal Customers is more than 10 percent more than the average repair time for GTE customers (includes only POTS and circuits which do not require a design).	One month's flat rate average recurring charge per line out of service for which Quality Standard is not met in the reported month.
4	G	S	Percent reports per 100 (failure frequency)	Percent of Focal Customers making trouble reports (total number of Focal Customer network trouble reports divided by the total access lines multiplied by 100) is not worse	One month's flat rate average recurring charge per line out of service for which

			DESCRIPTION	MEASURE	REMEDY
				than 0.5 percentage points than the percent of GTE customers making trouble reports.	Quality Standard is not met in the reported month.
5	G	S	Percent repeat reports in 30 days	Percent of Focal Customer repeat trouble reports (total number of Focal Customer network trouble reports which had a previous network trouble report within the last 30 days divided by the total number of customer network trouble reports multiplied by 100) is not more than 2.5 percent worse than the percent of GTE customer repeat trouble reports.	One month's flat rate average recurring charge per line out of service for which Quality Standard is not met in the reported month.
			<b>Forecasting</b>		
1	A	S	Resale requirements accurately forecast.	Volume of Focal's resale requirements in a month is not greater than 10% below the amount forecast by Focal in its most recent quarterly forecast (which shall have been made not later than 30 days prior to the quarter in question.)	20 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is greater than 10% and less than or equal to 30% under forecast.  40 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is greater than

			DESCRIPTION	MEASURE	REMEDY
					30% and less than or equal to 40% under forecast.  50 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is over 40% under the forecast.
			<b>Billing</b>		
1	G	N	Advance notification of late billing associated with the wholesale bill.	GTE agrees to develop, within six months of the Effective Date, a Quality Standard for the percent of notifications received by Focal prior to late billing based upon a mutually agreed upon financially significant threshold. The documentation provided prior to late billing must include: 1) the anticipated bill date and 2) a reasonably accurate estimate of the adjustment or charge.	GTE will credit Focal's national resale bill by \$5,000 per month for each month in which commitment is not met.
2	G	N	Timeliness: Delivery of mechanized Customer Service Record (CSR) for wholesale billing verification.	GTE agrees to make by March 30, 1997, an initial assessment of its capability to measure the percent of CSRs received within 10 days of the actual bill date. The Implementation Team will determine the appropriate percent of CSRs to be delivered on time.	GTE will credit Focal's national resale bill by \$5,000 per month for each month in which commitment is not met.

1.3. Outage Credits

1.3.1 Local Services, Network Elements and Combinations: Outage credits apply to interruptions of Local Services, Network Elements or Combinations, in accordance with applicable state Public Service Commission requirements.

1.3.1.1 If a Local Service, Network Element or Combination is interrupted, Focal will be entitled to outage credits. An interruption period begins when Focal reports to GTE that a Local Service, Network Element or Combination is interrupted (or GTE has knowledge that an interruption has occurred through service monitoring or other means). An interruption period ends when the Local Service, Network Element or Combination is repaired and returned to Focal. A Local Service, Network Element or Combination is considered to be interrupted when there has been a loss of continuity, the Local Service, Network Element or Combination does not operate in accordance with the applicable service standards, or it is otherwise unavailable for use by Focal. This definition is not intended to conflict with state Public Utility Commission requirements.

1.3.1.2 The Implementation Team will evaluate if and set the amount of outage credits for unbundled Network Elements and Combinations and determine when they should apply.



2. Category 2 DMOQs

2.1 Table 2 below lists the Category 2 DMOQs for each of the pre-ordering, maintenance, and billing classifications. For each Category 2 DMOQ classification, column 1 indicates the number of the DMOQ within the classification. Column 2 indicates which Party has the obligation to meet the DMOQ performance measurement, with a "G" indicating a GTE obligation and an "A" indicating an Focal obligation. Column 3 indicates whether the relevant DMOQ performance measurement data is compiled on a national level ("N"), by state ("S"), or by each occurrence of the DMOQ ("P"). Column 4 contains a description of each DMOQ within each classification. Column 5 describes, for each DMOQ, the performance measurement that applies to the DMOQ.

2.2 The Parties agree to provide performance at or above the performance thresholds for each applicable DMOQ as indicated in Table 2 following.

TABLE 2  
CATEGORY 2 DMOQs

			DESCRIPTION	MEASURE
			<b>Pre-Ordering/Ordering/Provisioning</b>	
1	G	N	Average speed of answer per inquiry by GTE's call center within 20 seconds.	80% of the time GTE will answer within 20 seconds
			<b>Maintenance</b>	
1	G	S	Average speed of answer per inquiry by GTE's call center within 20 seconds	80% of the time GTE will answer within 20 seconds.
			<b>Billing</b>	
1	G	N	Timeliness: Charges billed in current wholesale billing period for	GTE agrees to make, by March 30, 1997, an initial assessment of its capability to

			flat rated services.	measure the percent of dollar amount due for service orders billed in the current billing period in which the service order was completed and provide such assessment to Focal so the Parties can agree on and establish performance thresholds.
2	G	N	Timeliness: Charges billed within 90 days for usage charges.	GTE agrees to make, by March 30, 1997, an initial assessment of its capability to measure the percent of dollar amount due for usage charges billed within 90 days from the date the service was rendered and provide such assessment to Focal so the Parties can agree on and establish performance thresholds.
3	G	N	Accuracy: Financial accuracy of local OCC bills. Financial accuracy is the percent of total net dollars correctly billed.	GTE agrees to make, by March 30, 1997, an initial assessment of its capability to measure the percent of total net dollars accurately billed, excluding bill correcting adjustments resulting from Focal's inaccurate LSRs, and provide such assessment to Focal so the Parties can agree on and establish performance thresholds.
4	G	N	Timeliness: Making corrections and adjustments within agreed timeframes.	GTE agrees to make, by March 30, 1997, an initial assessment of its capability to measure the percent of all corrections and adjustments made within agreed timeframes and provide such assessment to Focal so the Parties can agree on and establish performance threshold.
5	G	N	Customer Usage Data: File Transfer: GTE will initiate and transmit all files error free and without loss of signal.	Meets Expectations: 6 months of file transfers without a failure.  Note: During the first 6 months after the Effective Date.
6	G	N	Customer Usage Data: Timeliness: Delivery of all messages delivered	GTE's initial service performance threshold will be 94% of all messages delivered

			within 5 days of when the message was recorded.	within 5 days from when the message was recorded. GTE agrees to make, by March 30, 1997, an initial assessment as to what a parity level of performance should be. Within six months of the contract Effective Date, the Parties will agree on an ongoing performance measure and associated penalties.
8	G	N	Customer Usage Data: Accuracy of transmitted customer usage data.	An initial service delivery threshold will be established at 99% of recorded usage data correctly transmitted to Focal. GTE agrees to make, by March 30, 1997 an initial assessment as to what a parity level of performance should be. Within six months of the contract effective date, the Parties will agree on an ongoing performance measure and associated penalties.

3. Category 3 DMOQs

3.1 Table 3 below lists the Category 3 DMOQs for each of the pre-ordering, ordering and provisioning, maintenance, and billing classifications. For each Category 3 DMOQ classification, column 1 indicates the number of the DMOQ within the classification. Column 2 indicates which Party may have the obligation to meet the DMOQ performance measurement, with a "G" indicating a potential GTE obligation, an "A" indicating a potential Focal obligation and "T" indicating the party is to be determined. Column 3 indicates whether the relevant DMOQ performance measurement data might be compiled on a national level ("N"), by state ("S"), or by each occurrence of the DMOQ ("P"). Column 4 contains a description of each DMOQ within each classification.

3.2 The Parties agree to form an Implementation Team pursuant to Section 3.2 of Attachment 12, to consider and determine whether each Category 3 DMOQ shall be reclassified as a Category 1 or Category 2 DMOQ or should be removed as a Category 3 DMOQ without reclassification. If the Implementation Team agrees to reclassify a Category 3 DMOQ as either a Category 1 or Category 2 DMOQ, the Implementation Team will also establish a performance threshold and performance remedies for that DMOQ. The Implementation Team will set a schedule for considering and determining any such reclassifications under this Paragraph no later than six months after the Effective Date of this Agreement.

TABLE 3  
CATEGORY 3 DMOQs

			DESCRIPTION
			<b>Pre-Ordering/Ordering/Provisioning</b>
1	A	N	Service Order Discrepancy: LSRs issued without material errors. The Implementation Team will evaluate and produce a plan to migrate from the 90% performance threshold to the 95% target performance threshold.
2	G	N	Real Time Solution: Tracks the time required to receive one or more telephone numbers via a system interface. The interval starts with the request message leaving Focal's system and ends with the response message arriving at Focal's system. The DMOQ tracks the percentage of intervals that are less than 5 seconds.

			<b>DESCRIPTION</b>
3	T	N	Real Time Solution: Tracks the time required to receive address confirmation information via a system interface.
4	T	N	Real Time Solution: Service Availability Inquiry Time.
5	T	N	Real Time Solution: Feature Availability Inquiry Time
6	T	N	Real Time Solution: Appointment Schedule Inquiry Time.
7	T	N	Real Time Solution: Customer Service Record (CSR) Inquiry Time.
8	T	N	Disconnect Order Completion Interval. Measures how long it takes to complete a disconnect. Residence: within twenty-four (24) hours after acceptance of a service order. Business: Within four (4) hours after acceptance of a service order if a software change is required. Business: Within twenty-four (24) hours after acceptance of a service order if a central office change is required. Business: Within ninety-six (96) hours after acceptance of a service order if a customer premises visit is required.
9	T	N	Installation line energizing commitments (request for establishment or changes in non-key, non-PBX and party line services that normally involve plant activity.
10	G	N	PIC Migration: Measures the percent of migration notifications sent to Focal within forty-eight (48) hours of receipt of the migration order. As a measurement of performance standards, this metric will comply with the specific performance level shown below. Measurements will be calculated by Business (single and multi-line, Centrex, PBX trunks), Residence, LINK and ISDN.
11	G	N	Directory Assistance: Tracks the levels of Directory Assistance performance levels for resold services and unbundled network elements.
12	G	N	GTE shall provide LIDB performance standards. Focal will specify expectations of performance such as 1) at least 99.9% reply rate to all query attempts; 2) Data in LIDB replies shall have at no more than 2% unexpected data value, for all inquiries.
13	A	S	Forecasting. Implementation Teams will work together to define sub-state forecasting levels. The Parties agree that no penalties shall apply to any sub-state levels that may be defined by the Implementation Team.
			<b>Maintenance</b>

			<b>DESCRIPTION</b>
1	G	S	Quoted restoral commitments met.
2	G	S	Status Call to Focal: when restoral commitments are missed, on trouble progress, or on restoration.
3	T	S	Network event with blocked calls or lost features within one hour.
4	G	S	Time to Restore <ul style="list-style-type: none"> <li>- Out of Service &amp; Visit Required at 4, 8, or 16 hours after initial outage.</li> <li>- Out of Service &amp; No Visit required at 2, 3, or 4 hours after initial outage.</li> <li>- All Other Troubles at twenty-four (24) hours after initial outage.</li> </ul>
			<b>Billing</b>
1	G	N	Timeliness: GTE will mechanically transmit, via Connect: Direct, all usage records to Focal's Message Processing Center three times per day at expected performance threshold of 99.94% of all messages delivered on the day the call was recorded.
2	G	N	Accuracy: GTE will provide Recorded Usage Data in the format and with the content as defined in the current Bellcore EMR document of expected performance threshold of 99.99% of all recorded records delivered.
3	G	N	DATA PACKS: GTE will transmit to Focal all data packs error free in the format agreed at an expected performance threshold of 6 months of transmitted data packs without a rejected data pack.
4	G	N	Accuracy: Recorded Usage Data: GTE will ensure that the Recorded Usage Data is transmitted to Focal error free, the level of detail includes but is not limited to: detail required to rate the call, Duration, and Correct Originating/Terminating information. The error is reported to GTE as a Modification Request (MR). Performance is to be measured at 2 levels defined below. Focal will identify the priority of the MR at the time of handoff as Severity 1 or Severity 2 at expected performance threshold of less than or equal to 99% of the MR fixed in less than or equal to twenty-four (24) hours and 100% of the MR fixed in less than or equal to 5 days.

			DESCRIPTION
5	G	N	Usage Inquiry Responsiveness: GTE will respond to all usage inquiries within twenty-four (24) hours of Focal's request for information. It is Focal's expectation to receive continuous status reports until the request for information is satisfied.
6	G	N	Business and Residence Mechanized wholesale bills adhere to specifications in the (Local Services Billing System e.g. CABS, BOS, SAIR, CRIS, etc.) specifications/requirements document. Accurate bills are those mechanized access bills which pass Focal's validation edit process the first time at expected performance threshold of less than or equal to 99.5%.
7	T	N	Business and Residence: Billing Period Closure agreements are signed within the agreed timeframe (typically 60 to 90 days) at expected performance threshold of 100% per agreed timeframe.

**Appendix 3  
to  
Attachment 12**

**Focal Supplier Performance Quality Management System**

Focal's approach to quality and reliability focuses on the attainment of excellence for products and services ordered from its suppliers and used by Focal. This excellence is the result of a systematic effort that is sustained over time.

**1. Quality Manual**

By the end of Contract Month 4, GTE will develop a Quality Manual that addresses the requirements described herein for the following :

- Management Responsibility and Support
- Quality System
- Document Control
- Process Control
- Product Development Control
- Alignment of Process Output with Agreed-to Requirements
- Identification of Non-conforming Product or Service
- Analysis of the Identified Non-conformance
- Corrective Action Plans
- Quality Records
- Audits and Reviews
- Training

The Quality Manual will be updated by GTE from time to time as additional process are identified. The Quality Manual and its revisions are subject to review and approval by Focal.

**2. Process Ownership**

For each process identified in the Quality Manual, GTE will identify those individuals and organizations who have management responsibilities for each process which affects services to be provided to Focal by GTE.



The initial individuals and organizations will be identified by GTE by the end of Contract Month 1. GTE shall provide prompt updates to Focal of changes in personnel, organization or linkages.

### 3. Process Definition

For each process included in the Quality Manual, the following items will be addressed:

- a) input requirements;
- b) value-added process functionality; and
- c) output requirements which meet customer satisfaction

### 4. Measurement System

The Quality Manual will define the Measurement System to be used to obtain the data necessary to verify that DMOQs have been met, and to provide data needed to perform source cause and root cause analyses.

Changes to the agreed upon Measurement System must be reviewed with and concurred by Focal prior to their implementation. GTE will review metrics on a monthly basis with Focal and will be available for review and analysis, as mutually agreed to be necessary, for all services. Measures shall be Focal specific and support Focal service performance requirements.

### 5. Improvement Plan Implementation

GTE will establish monthly service performance and improvement reviews with Focal.

Documentation will include Gap Closure Plans which result in compliance with agreed to performance standards and include:

- a) evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering;
- b) forecasted improvement to the desired Direct Measure of Quality (DMOQ) for each issue or initiative;
- c) current and improved upon processes;
- d) control processes which GTE management will use for the transitional period;
- e) evaluation of pertinent changes in periodic (monthly, weekly) results;
- f) opportunities for source and root cause analyses; and
- g) a date for compliance with Gap Closure Plans implementation.

These Gap Closure plans will be reviewed monthly or, more frequently as updated data and analyses are available.

6. Focal Leadership Reviews

GTE Senior Leadership shall meet with Focal on at least a quarterly basis. GTE shall assure that resources are provided within GTE to support implementation of the Supplier Quality Performance Management Program.

7. Integration of Focal Requirements

GTE will integrate the techniques of the Supplier Quality Performance Management Program described in this Appendix 3 in all aspects of the work that it performs on Focal's behalf.

**Appendix 4  
to  
Attachment 12**

**Deployment Plan**

**1. Deployment Plan Activities:**

The Parties agree to complete the activities applicable to them no later than the times indicated for said completion on the following Table:

<b>CONTRACT MONTH*</b>	<b>ACTIVITY</b>
<b>Effective Date</b>	<b>Final agreement on DMOQs and Service Guarantees.</b>
<b>Month 1</b>	<ol style="list-style-type: none"> <li>1. Identification of individuals and organizations with management responsibilities (the Implementation Team) as described in Appendix 3 to Attachment 12.</li> <li>2. Agreement on Supplier Performance Quality Management System (SPQMS), Deployment Plan, activities, Milestones, and Implementation Schedule.</li> <li>3. Capacity planning for Contract Year 1 completed as described in Section 7 to Attachment 12.</li> <li>4. Agreement on escalation and expedite procedures as described in Section 30.2.2 of the Agreement.</li> <li>5. GTE furnishes a list of all emergency telephone numbers as described in Section 28.8 of the Agreement.</li> <li>6. Appointment of a standing arbitrator as described in Attachment 1.</li> </ol>
<b>Month 2</b>	<ol style="list-style-type: none"> <li>1. Identification of single points of contact as described in and within Section 30 of the Agreement, Section 13 of Attachment 2, Sections 3 and 4 of Attachment 3, Section 2 of Attachment 4, Section 9 of Attachment 5, Section 2 of Attachment 6C, Section 5 of Attachment 7. and other Agreement or Attachment sections in this Agreement providing for such single points of contact.</li> <li>2. GTE proposes the process for handling requests for new services, features</li> </ol>

\* Unless indicated to be a specific date.

<p><b>Month 3</b></p> <p><b>Month 4</b></p>	<p>and/or capabilities as described in Section 4.2 of Attachment 12.</p> <p>1. Agreement on the procedures to handle law enforcement agency requests as described in Section 28.11 of this Agreement.</p> <p>1. Quarterly SLT Review of SPQMS with GTE.</p> <p>2. Development of Quality Manual as described in Appendix 3 to Attachment 12.</p>
<p><b>Month 5</b></p>	<p>1. GTE will finalize the process for handling requests for new services, features and/or capabilities as described in Section 4.2 of Attachment 12.</p> <p>2. Finalize Operations Plan as provided in Section 3.3 of Attachment 12.</p>
<p><b>Month 7</b></p>	<p>1. Quarterly SLT Review of SPQMS with GTE.</p>
<p><b>Month 10</b></p>	<p>1. Quarterly SLT Review of SPQMS with GTE.</p>
<p><b>Month 11</b></p>	<p>1. Annual Review of Performance Results Gap Closure plans per SPQMS.</p> <p>2. Annual Capacity Planning for Contract Year 2 is completed as described in Section 7 to Attachment 12.</p>

2. The Parties agree to negotiate by the end of Contract Month 4, additional requirements and milestones which relate to those obligations of GTE in this Agreement that are not addressed in the Deployment Plan, including, but not limited to, the implementation of the following:
- Electronic Interfaces as described in Section 29.1 of the Agreement and Section 5.1 of Attachment 4.
  - Alternative Routing Capabilities as described in Section 28 of the Agreement.
  - Service and Operational Readiness Testing as described in Attachment 29.8 of the Agreement.
  - Alternative Interim Agreement for Local Service bills as described in Section 3 of Attachment 6A.
  - Procedures for notifying Focal of changes in retail services as described in Section 25.6 of the Agreement.
  - Procedures for referring misdirected requests for Focal products and services as described in Section 29.3 of the Agreement.
  - Customer contact training as described in Section 29.6.6 of the Agreement.
  - Procedures for referrals of misdirected calls for repair as described in Section 8 of Attachment 5.

- Replication of Access Billing Supplier Quality Certification Operating Agreement as described in Section 2.1.2 of Attachment 6.
- Interim arrangements for clearinghouse procedures as described in Section 9 of Attachment 7.
- Disaster recovery plans as described in Section 7 of Attachment 5.
- Route Indexing (RI) as described in Section 2.3 of Attachment 8.
- Processes for service ordering and provisioning of Local Services, Network Elements and Combinations.
- Processes for maintenance of Local Services, Network Elements and Combinations.

**Appendix 5  
to  
Attachment 12**

**Bona Fide Request Process**

**1. Intent**

The Bona Fide Request process is intended to be used when Focal requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed-upon by the Parties as services to be ordered as Bona Fide Requests.

**2. Process**

2.1 A Bona Fide Request shall be submitted in writing by Focal and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.

2.2 Although not expected to do so, Focal may cancel a Bona Fide Request in writing at any time prior to Focal and GTE agreeing to price and availability. GTE will then cease analysis of the request.

2.3 Within two (2) business days of its receipt, GTE shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

2.4 Except under extraordinary circumstances, within ten (10) days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide a detailed explanation as to why GTE is not able to meet Focal's request. If extraordinary circumstances prevail, GTE will inform Focal as soon as it realizes that it cannot meet the ten (10) day response due date. Focal and GTE will then determine a mutually agreeable date for receipt of the request.

2.5 Unless Focal agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a Bona Fide Request will be made upon delivery, unless otherwise agreed to by Focal, in accordance with the applicable provisions of the Agreement.

2.6 Upon affirmative response from GTE, Focal will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the Dispute resolution procedures described in Attachment 1 may be used by a Party to reach a resolution.

2.7 If GTE responds that it cannot or will not offer the requested item in the Bona Fide Request and Focal deems the item essential to its business operations, and deems GTE's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute resolution procedures described in Attachment 1 may be used by a Party to reach a resolution.

**Appendix 6  
to  
Attachment 12**

**New Services Process**

The Parties shall work cooperatively to establish a New Services Process with the objective of having this process in place within six (6) months following approval of this Agreement.

This process shall include consideration of the following principles:

- 1) Focal will implement the process by submitting a request to GTE that defines the new services, features and/or capabilities in sufficient detail to permit GTE to analyze the request and prepare a preliminary response.
- 2) As part of the preliminary response, GTE will advise Focal whether or not the request is technically feasible. If the requested service, feature and/or functionality is technically feasible, GTE will advise Focal whether or not it is prepared to proceed with development and, if so, furnish a preliminary price estimate for the service, feature and/or functionality.
- 3) Upon affirmative response from GTE, Focal will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the Dispute resolution procedures described in Attachment 1 may be used by a Party to reach a resolution.
- 4) Focal and GTE will jointly participate in the development of the new service, feature and/or functionality, using an agreed upon implementation plan.
- 5) Payments for the new service, feature and/or functionality will be made upon delivery, unless otherwise agreed to by Focal, in accordance with the applicable provisions of the Agreement.



6) If GTE responds that it cannot or will not offer the requested service, feature and/or functionality and Focal deems the item essential to its business operations, and deems GTE's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, Focal may use the Dispute resolution procedures described in Attachment 1 to reach a resolution.

**ATTACHMENT 13**  
**PRINCIPLES FOR IMPLEMENTING**  
**ELECTRONIC INTERFACES FOR**  
**OPERATIONS SUPPORT SYSTEMS**

1. PREORDERING ..... 1

2. ORDERING AND PROVISIONING INFORMATION EXCHANGE ..... 2

3. MAINTENANCE AND REPAIR..... 4

4. LOCAL ACCOUNT MAINTENANCE ..... 5

5. TESTING AND ACCEPTANCE ..... 6

6. JOINT IMPLEMENTATION AGREEMENT DEVELOPMENT ..... 6

## **1. PREORDERING**

### **1.1 Transaction-Based Information Exchange**

The Parties agree that preordering information exchange will be transmitted over the same interface according to the same content definition both for resold GTE services and for services provided using UNE. Focal and GTE will work together to establish a transaction-based electronic communications interface. Both parties will diligently pursue completing mutually consistent translations within six (6) months after the Effective Date of this Agreement and proceed to systems readiness testing that will result in a fully operational interface for local service delivery within one (1) year from the Effective Date of this Agreement. Focal and GTE agree to adapt the interface based upon evolving industry standards. Changes to ATIS guidelines and standards relevant to Transaction-Based Pre-Order information exchange will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

### **1.2 Batch Data Information Exchange**

GTE will accept Focal's request for an initial batch feed of information related to Switch/Feature Availability and Street Address Guide (or equivalent) data and relationship file information via an agreed upon format. At a minimum, this batch feed will include switch/feature availability, including but not limited to type of switching equipment and active features, and a means to reliably correlate a customer address with the assigned servicing office of GTE. Focal and GTE agree to adapt the interface based upon evolving industry standards. Changes to ATIS guidelines and standards relevant to Batch Pre-Ordering Information Exchange will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

- 1.2.1 GTE will transmit the initial batch feed of the data within three (3) Business Days of receipt of the initial request by Focal. In addition, GTE will provide complete refreshes of the data on a mutually agreeable monthly schedule. GTE will send the initial batch feed and subsequent monthly updates electronically over a mutually agreeable file transfer network (e.g., the Network Data Mover Network) using a mutually acceptable file transfer

protocol. Focal and GTE will translate necessary data elements used in their internal processes into mutually agreeable and consistent file formats and record layouts. Both parties will diligently pursue completion of the definition of file formats, record layout and information content within six (6) months after the Effective Date of this Agreement and proceed to systems readiness testing that will result in a fully operational interface within one (1) year from the Effective Date of this Agreement.

## **2. ORDERING AND PROVISIONING INFORMATION EXCHANGE**

### **2.1 Focal Resells GTE Telecommunications Service(s)**

The exchange of information relating to the ordering and provisioning of local service, when Focal is the customer of record for the resold service(s), will be based upon the most current interpretations of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the Service Order Subcommittee (SOSC) of the Telecommunications Forum/Electronic Data Interexchange (TCIF/EDI) committee. Focal and GTE agree to adapt Ordering and Provisioning Information Exchange based upon evolving industry standards for forms-based information exchange, using Local Service Request (LSR) Form, End User Information Form, the Resale Service Form and any other relevant form developed by the OBF. In accordance with OBF, SOSC forms and transaction codes (i.e. 850, 860, 855, 865 and 997), GTE and Focal agree to convey all necessary data to connect, modify or disconnect retail local services of GTE that Focal resells. Focal and GTE will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and industry transactions. Both parties will diligently pursue completion of mutually consistent translations within six (6) months after the Effective Date of this Agreement and proceed to systems readiness testing that will result in a fully operational interface for local service delivery within one (1) year from the Effective Date of this Agreement.

Changes to guidelines and standards relevant to ordering of services for resale will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

### **2.2 Focal Provides Service Using GTE Unbundled Network Elements**

2.2.1 The Parties understand and agree that baseline information such as a main billing account, intercompany contact points, the 800 number for GTE to transfer a misdirected end user UNE customer's call, geographic coverage for

common use UNE, and other mutually agreeable information is required prior to the first UNE customer specific order. The parties also agree to document, in the Joint Implementation Agreement, the relevant information from the Focal Infrastructure Footprint Form and the GTE CLEC Profile into a mutually acceptable notification mechanism. GTE will respond to the initial notification request with a batch feed of information related to Switch/Feature Availability and Street Address Guide (SAG) and relationship file that are further discussed in Section 1 (PREORDERING). Focal and GTE may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered. GTE will accept the Infrastructure/ Footprint Form developed by Focal or the mutually agreed-upon equivalent format, until such time as Focal and GTE agree that the OBF has adopted an acceptable alternative form. Focal and GTE recognize that modifications to routing tables may be necessary in order to accommodate the treatment of customer calling associated with the combination of UNEs that Focal may employ to deliver service. Both parties agree that a mutually agreeable mechanism for communicating routing changes, at the local office level, will be documented in the Joint Implementation Agreement relating to this interface. Unless another mutually agreeable mechanism is established, GTE will accept delivery of these forms through the ASR process, including passing of the information over a mutually agreeable file transfer network (e.g. the Network Data Mover Network) and file transfer protocol.

- 2.2.2 Unless otherwise agreed by the Parties, the customer specific provisioning order will be based upon OBF LSR forms. The applicable implementation guidelines described in the prior paragraphs relating to resale of GTE retail services also apply to the customer specific provisioning orders. GTE agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form and Port Form, Loop Form with Number Portability, and Number Portability Form developed by the OBF. The SOSC interpretation of 850, 860, 855, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect GTE customer-specific UNEs employed by Focal to deliver retail local services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof. Focal and GTE will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and industry standard transactions. Both parties will diligently pursue completing mutually consistent translations within six (6) months after the Effective Date of this Agreement and proceed to systems readiness testing that will result in a fully operational interface for ordering UNEs within one (1) year from the Effective Date of this Agreement. Unless otherwise mutually agreed because

of time, cost and compatibility with existing systems, Focal and GTE agree to adapt the interface based upon evolving industry standards. Adaptations to SOSC implementation guidelines, to the extent relevant to local service ordering and provisioning for customer specific UNEs, will be implemented based upon a mutually agreeable schedule. Changes to ATIS guidelines and standards relevant to Ordering and Provisioning Information Exchange will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

### **2.3 Treatment of Subsequent/Supplemental Transactions**

A mutually acceptable treatment of subsequent/supplemental transactions will be adopted by both parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders. Focal and GTE will agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications.

## **3. MAINTENANCE AND REPAIR**

- 3.1 Maintenance and repair information exchange will be transmitted over the same interface according to the same content definition both for resold GTE retail local services and for services Focal provides using a GTE UNE or combinations of GTE UNEs. Focal and GTE will, for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC documents ECIC/TRA/95-003, and all standards referenced within those documents. The parties will use and acknowledge functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.

3.2 Focal and GTE will exchange requests over a mutually agreeable X.25 network or, if both Focal's and GTE's platforms are capable, a mutually agreeable TCP/IP based network may be employed. Focal and GTE will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both parties will diligently pursue completing mutually consistent translations within six (6) months after the Effective Date of this Agreement and proceed to systems readiness testing that will result in a fully operational interface for local service delivery within one (1) year after the Effective Date of this Agreement. Focal and GTE agree to adapt the interface based upon evolving industry standards. Changes to ATIS guidelines and standards relevant to Local Service Maintenance will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

#### **4. LOCAL ACCOUNT MAINTENANCE**

- 4.1 When acting as the switch provider for Focal, where Focal either is reselling retail services of GTE or employing UNEs to provide local service, GTE will notify Focal whenever the local service customer transfers service from Focal to another local service provider. GTE will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with Focal. GTE will transmit the notification, via a mutually agreeable file transfer network (e.g., the Network Data Mover Network) and file transfer protocol, within twenty-four (24) hours of GTE provisioning the switch. The TCSI, sent by GTE will be in the 960 byte industry standard CARE record format.
- 4.2 GTE will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through a local service order. Additionally, Focal and GTE will work together diligently to develop industry standard CARE processes to process account changes.
- 4.3 In addition, GTE will reject, via the industry standard CARE Record TCSI Code 3148, any interexchange carrier initiated change of the Primary Interexchange Carrier (PIC), where GTE is the switch provider either for the retail local services of GTE that Focal resells or UNEs of GTE that Focal employs in providing service.

- 4.4 Focal and GTE agree to adapt the interface based upon evolving industry standards. Changes to ATIS guidelines and standards relevant to Local Account Maintenance will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than 6 to 12 months beyond the date of initial closure by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.
- 4.5 Agreement by the Parties to the Local Account Maintenance described above does not, in any way, set a precedent or remove any obligation for the Parties to work toward an industry solution for supporting customer movement between and among other ILECs and CLECs.

## **5. TESTING AND ACCEPTANCE**

Focal and GTE agree that no interface will be represented as either generally available or as operational until end-to-end integrity and load testing, as agreed to in a Joint Implementation Agreement or other mutually acceptable document are completed to the satisfaction of both Parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test scenarios, that transactions agreed to by Focal and GTE will successfully process, in a timely and accurate manner, through both Parties' support OSS as well as the interfaces. The testing will include the use of mutually agreeable test transactions, designed to represent no less than 95 percent of the transaction types that Focal and GTE expect to send and receive through the interface undergoing end-to-end testing. In addition, Focal and GTE will establish either a mutually agreeable testing environment or an audit process sufficient to demonstrate that the interfaces established between Focal and GTE have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. Focal will provide mutually agreeable forecast data to GTE for the forward-looking twelve month period, necessary to determine capability and capacity. The test environment or audit process, which ever is utilized, must validate that GTE can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange delivered to Focal even when other CLEC transactions are simultaneously processed by GTE.

## **6. JOINT IMPLEMENTATION AGREEMENT DEVELOPMENT**

Focal and GTE recognize that this Attachment is not sufficient to fully resolve all technical and operational details related to the interfaces described.



Therefore, Focal and GTE agree to document the additional technical and operational details in the form of a Joint Implementation Agreement (JIA). Both parties further agree that any technical, operational or implementation issues, once identified at the working team level, may be escalated by the initiative of either Party, thirty days after an issue is identified, to the dispute resolution procedures of Attachment 1 for binding resolution. In addition, Focal and GTE will document both a topical outline for the JIAs as well as establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no event will either end-to-end integrity testing or load testing begin unless the parties agree that for each interface to be tested, the JIA properly documents the intended operation of the interface scheduled for testing. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within 30 days of issue resolution.

**Attachment 14**

**Focal/GTE Pricing Agreement**

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## **Attachment 14**

### **Focal/GTE Pricing Agreement**

#### **1. Local Service Resale**

The prices charged to Focal for Local Service shall be calculated using the avoided cost discount applicable in the State determined on the basis of the retail rate charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTE, as further specified in Appendix 1 to this Attachment 14.

The prices shall be GTE's retail rates applicable on the Effective Date, less the applicable discount. If GTE reduces or increases its retail rates after Focal executes this Agreement, the applicable discount shall be applied to the reduced or increased retail rates. To the extent GTE offers package or volume discounts, Focal may purchase the service at the lower of the wholesale price (full retail rate minus the wholesale discount) or the package/volume discount price.

#### **1.1 Non-recurring Charges for OUTPLOC**

GTE will charge five dollars (\$5) per "switch as requested" to switch a customer from GTE to Focal service until electronic interfaces are fully operational, at which time GTE will charge the same rate as it charges for PIC changes.

#### **2. Unbundled Network Elements**

The prices charged to Focal for Network Elements shall be as further specified in Appendix 2 to this Attachment 14. These rates will be interim rates, subject to adjustment when the Commission is able to conduct a thorough examination of the costing issues in a proceeding conducted with the benefit of full discovery.

#### **3. Collocation**

On an interim basis, the collocation prices under this Agreement shall be the prices set forth in GTE's expanded interstate tariff, the current rates for which are shown on Appendix 3. Such interim rates shall be replaced by rates established by the Commission based on TELRIC and shall be specified in an amendment to this Agreement replacing Appendix 3 to this Attachment 14.

If GTE's expanded interstate tariff does not set forth a pertinent price, the applicable price will be the price set forth in Appendix 3A, provided the pricing in Appendix 3A does not duplicate charges already covered in a different category of tariffed rates.

Focal will pay the charges for Collocation upon receipt of an itemized invoice from GTE. GTE will provide Focal with an itemized invoice of all charges on a per LSO basis.

Extraordinary costs may be incurred by GTE on behalf of an Focal request only with the prior written approval of Focal. If GTE determines that an Focal request will necessitate incurring extraordinary costs, GTE shall advise Focal of such fact, within thirty (30) days of GTE's receipt of Focal's request. GTE shall proceed with the discharge of its performance obligations under such request only if Focal agrees that such extraordinary costs as GTE estimates may be incurred. As used herein, "extraordinary costs" do not include costs associated with the maintenance and upkeep of the GTE building in which collocation is to take place.

**4. Interconnection Services**

GTE will make interconnection arrangements available at all tandem switching and end office switching locations. At the discretion of Focal, local interconnection may be accomplished via one-way local trunks, or two way local trunks, or Focal may choose to deliver both local and toll traffic over the same trunk group(s). With respect to the latter scenario, Focal will have to provide an available Percent Local Usage (PLU) to facilitate billing if it desires application of the local interconnection rate.

Interconnection is comprised of transport and termination. Pricing for all elements of interconnection shall be based on forward looking economic cost. The parties agree that compensation for transport and termination shall be handled using the bill and keep method until further order of the Commission. Upon such order, prices and terms for Interconnection Services shall be specified in an amendment to this Agreement replacing Appendix 4 to this Attachment 14.

**5. Other**

Prices and terms for local number portability, trunking interconnection, E911/911 and pole attachments, conduit and rights-of-way services are specified in Appendix 5, Appendix 6, Appendix 7 and Appendix 8 to this Attachment 14, respectively.

**6. Pricing Renegotiation**

Thirty-six months after the effective date of this Agreement, the pricing set forth in this Attachment 14 may be renegotiated at the request of either party. Such request shall be made in writing and negotiations shall commence within ten (10) business days after such notice is received by the non-requesting party. The parties shall thereafter negotiate in good faith for sixty calendar days. If the parties have not reached an agreement regarding pricing by the end of such sixty day period, either party may request resolution of the pricing renegotiation by arbitration pursuant to Attachment 1 of this Agreement. Any new agreement on pricing shall take effect on the earlier of (i) the date an agreement on pricing is reached between the parties or (ii), in the event of an arbitrated resolution, the date established by the arbitrator, but in no event earlier than the thirty-seventh month after the effective date of this Agreement. The parties agree that the pricing principles set forth in the Act shall apply to any pricing renegotiation under this Agreement.

7. Numerous provisions in this Agreement and its Attachments refer to prices or pricing principles set forth in Attachment 14. If a provision references prices in Attachment 14 and there are no corresponding prices already set forth in Attachment 14 for such item, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to Focal ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non-recurring charge ("NRC") for a specific Network Element, the Parties would use the NRC for the most analogous retail service for which there is an established price); provided, however, that if the Parties are unable to agree on what is the nearest analogous item for purposes of setting an interim price or if there is no such analogous item, they will submit the dispute to arbitration for purposes of establishing an interim price in accordance with the procedures set forth in Attachment 1. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by Focal to GTE, or any overpayment refunded by GTE to Focal, within forty-five (45) days after the establishment of the price by the Commission.

### **Appendix 1 - Local Service Resale**

Beginning with the Effective Date of this Agreement, Resale Services will be priced in accordance with the standards and prices described below.

1. The wholesale rates for Local Service Resale will be calculated based upon the discounts described in Annex 1. Such discounts will be applied against the Retail Rates for each GTE Retail Offering.
  - 1.1 "Retail Rates" are the effective rates a GTE retail customer would have paid GTE under the Retail Offering selected by Focal, taking into consideration all applicable discounts, including, but not limited to, volume, term and time of day.
  - 1.2 A "Retail Offering" is an individual tariff retail rate element, or package of retail rate elements, which GTE offers to its retail customers, including, but not limited, to Grandfathered Services.
2. A "customer transfer" charge which, with the OUTPLOC charge, shall equal the incremental cost of transferring a customer shall apply for the conversion of existing Customers of GTE services, received either directly from GTE or through another reseller, to Focal local service.

**Appendix 1 - Annex 1 - Schedule of Wholesale Discounts**

Washington

Basic Local Service (Residence & Business)	18.8%
Line Charge	18.8%
Usage Charge	18.8%
Features	18.8%
Listing Charges	18.8%
Non-recurring Charges	18.8%
Toll Service	18.8%
Operator Services	18.8%
Directory Assistance	18.8%
Business Trunk and Service Arrangements	18.8%
ISDN Services	18.8%
CENTRANET Services	18.8%
Private Line Services	18.8%
Inbound/Outbound Services	18.8%
Promotional Offerings (90 days or more)	18.8%
Promotional Offerings (less than 90 days)	Not subject to wholesale discount
Services for disabled persons (including free directory assistance)	Not subject to wholesale discount
All Other Services not specifically identified above	18.8%%



## **Appendix 1 - Annex 2 - Summary of Wholesale Charges**

This Annex refers to tariffed charges only

### Local Services-Residence and Business.

Line Charges: These services should include but not be limited to the exchange line charges, by rate area within the jurisdiction. The price structure should encompass flat rates, measured rate service, one and/or two-party lines and any other subcategory that pertains to that jurisdiction. Line prices that reflect usage for such services as call-packs, extended area service, community calling would be included in this category.

Usage Charges: Includes all usage not captured in the line charge, such as messages or minutes in excess of any limited calling-plan.

Features: Custom calling features and advanced custom calling features as designed to be compatible with single and multi-line residence and business customer exchange lines. Custom calling features would include month and pay per attempt charges. Associated feature discounts for quantity or other marketing bundles would also be included. (Central office features that support CENTRANET and private line services would be included with each specific service category.).

Listings: All forms of directory listings for both local and toll services. Prices for customer listing options such as bold type, dual name, business name and custom advertising for the white and yellow pages are included.

Non-recurring charges: Charges associated with the installation, addition, changing or moving of service and equipment for local service.

Toll Services: Charges for any service that has been ordered by the Commission to be open to intraLATA presubscription whether charged on a per minute of use or other basis. This includes the non-recurring and listing charges associated with installation or record affecting work for toll service or toll usage plans and for listings, advertising and associated services in the 800 service directory.

Operator Services: Charges associated with, but not limited to, obtaining operator assistance for call placement, busy-line verification and interruption, time and weather and, if priced as such, DA call completion.

Directory Assistance Services: Charges associated with the use of directory assistance operators in obtaining local telephone numbers.

Business Trunks and Service Arrangements: Charges associated with PBX trunk arrangements for single and multi-line customers. Included are line and usage charges, features and service arrangements for direct inward (and/or outward) dialing.

ISDN Services: Charges associated with Integrated Services Digital Network Service for residence and business customers for the transmission of voice, data and packet switched signals.

CENTRANET Services: Charges associated with the provision and use of central office based private branch exchange services using equipment located on the premises owned or leased or controlled by GTE and connected by local loops to the premises of the customer or an authorized user.

Private Line Services: Charges associated with the provision and use of dedicated facilities between two or more customer locations.

Inbound/Outbound Services: Charges associated with the provision and use of WATS 800 (inbound) and Wide Area Telephone service (outbound) and other like services.

End User Access Services: Charges associated with the provision and use of common and dedicated facilities to provide access service to end user customers.

## **Appendix 2 - Prices for Unbundled Network Elements**

Beginning with the Effective Date of this Agreement, Network Elements and Combinations will be priced in accordance with the standards and prices described in this Appendix 2.

The prices listed in this Appendix 2 are interim prices, subject to further order of the Commission. However, the prices listed in this Appendix 2 will remain in effect for three years (Initial Contract Period) unless amended pursuant to pricing orders applicable to Network Elements and Combinations provided by GTE to Focal in the State. At the end of the initial contract period, the agreement will automatically renew for an additional two year term, unless one party gives 90 days written notice of a wish to terminate. Upon the giving of such written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the Commission. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to terminate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix 2 will continue to remain in effect.

**Appendix 2 - Annex 1**

**WASHINGTON**

<b>Network Element</b>	<b>Price<sup>1</sup> (Unbundled Network Elements)</b>
Network Interface Device	\$0.62 per line per month
Loop Distribution	\$8.11 per line per month
Loop Concentrator/Multiplexer	\$2.37 per line per month
Loop Feeder	\$2.71 per line per month
Aggregated Loop	\$13.82 per line per month
Local Switching (LEC switch): Port <sup>2</sup> Usage	\$1.29 per line per month \$0.0030 per minute
Dedicated Transport	\$3.87 per DSO per month
Common Transport	\$0.00064 per minute per leg
Tandem Switching	\$0.0064 per minute

<sup>1</sup> Recurring charges derived from results of the Hatfield Model. Non-Recurring charges derived from GTE cost study.

<sup>2</sup> All switch features including Custom and CLASS.

Signaling Links	\$27.38 per link per month
Signal Transfer Points	\$.00021 per message
Service Control Points/Databases	\$0.00111 per message
Operational Interfaces: Gateway Utilization	Each Party pays own cost TSLRIC/TELRIC

**Non-Recurring Charges**

(1) Service ordering (loop or port):	
Initial Service Order	\$47.25 per order
Transfer of Service Charge	\$16.00 per order
Subsequent Service Order	\$24.00 per order
Customer Service Record Research	\$5.25 per request
(2) Installation:	
Unbundled Loop	\$11.25 per loop
Unbundled Port	\$11.25 per port
(3) Loop Facility Charge <sup>3</sup>	\$66.00 per order

<sup>3</sup> The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

Appendix 3 - Prices for Collocation

PHYSICAL COLLOCATION	NON RECURRING CHARGE	MONTHLY RECURRING CHARGE
ENG FEE	\$4,998	
OFFICE ARR/CAGES	\$5,103	
BLD MOD COMP	\$28,840	N.A.
BLD MOD MODR	\$22,620	N.A.
BLD MOD SIMP	\$16,460	N.A.
CABLE PULL	\$1,454	\$29.53
DC POWER	\$4,375	\$413
PARTITION SPACE		\$2.63
CABLE SPACE		N.A.
DS0 CROSS CON		N.A.
DS1 CROSS CON		N.A.
DS3 CROSS CON		N.A.
INTERCN CABLE		N.A.

VIRTUAL COLLOCATION	NON RECURRING CHARGE	MONTHLY RECURRING CHARGE
ENGINEERING		
INSTALLATION FEES:		
90 MBPS	\$4,079	
OC3 per base module	\$4,752	
OC12 per base module	\$5,425	
OC48 per base module	\$7,009	
DS3 CARD per card	\$533	
DS1 CARD per card	\$259	
POWER EQUIP	N.A.	N.A.
MAINTENANCE		N.A.
DS0 CROSS CON		N.A.
DS1 CROSS CON		N.A.
DS3 CROSS CON		N.A.

N.A. means "not available," because GTE's tariff does not break down the referenced items in the form or by the designation shown in the chart.

Note: Reference GTE's F.C.C. Tariff, GTOC #1, Section 17, for additional rate elements.

Source: GTOC #1 - WA

Appendix 3A - Alternate Prices for Collocation

PHYSICAL COLLOCATION	NON RECURRING CHARGE	MONTHLY RECURRING CHARGE
ENG FEE	\$3,500	
OFFICE ARR/CAGES	\$8,334	
BLD MOD COMP	\$8,480	\$319.93
BLD MOD MODR	\$6,628	\$250.06
BLD MOD SIMP	\$4,555	\$181.07
CABLE PULL	\$1,474	
DC POWER		\$7.85
PARTITION SPACE		\$2.46
CABLE SPACE		\$54.32
DS0 CROSS CON		\$0.98
DS1 CROSS CON		\$3.68
DS3 CROSS CON		\$31.93
INTERCN CABLE		\$0.30

VIRTUAL COLLOCATION	NON RECURRING CHARGE	MONTHLY RECURRING CHARGE
90 MBPS	\$4,079	
OC3	\$4,752	
OC12	\$5,425	
OC48	\$7,009	
DS3 CARD	\$533	
DS1 CARD	\$259	
POWER EQUIP	\$2,078	\$184.99
MAINTENANCE		\$211.96
DS0 CROSS CON		\$0.98
DS1 CROSS CON		\$3.68
DS3 CROSS CON		\$31.93

**Appendix 4 - Reciprocal Compensation**

**[Reserved]**



**Appendix 5 - Prices for Local Number Portability**

GTE and Focal will provide interim number portability to the other at such Party's tariffed rate, which the parties acknowledge will be equivalent to such Party's TSLRIC.

## **Appendix 6 - Prices for Trunking Interconnection**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

### Dedicated Transport Rates

GTE Dedicated Transport rate as set forth in Appendix 2, Annex 1

### **Appendix 7 - Prices for E911/911 Services**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures in Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

[To be provided following review of GTE cost data]

### **Appendix 8 - Rights-of-Way, Conduits, Ducts, and Pole Attachments**

The prices which Focal shall pay GTE for access to GTE's Rights of Way, Conduits and Pole Attachments shall be as reflected in the applicable state tariff or, if no such state tariff exists, the applicable federal tariff. If such prices are not reflected in the state or federal tariff, Focal will be charged a cost-based, nondiscriminatory rate, on the same terms and conditions as GTE applies to itself and subject to the requirements of this Agreement. Focal shall pay GTE for the cost of all "make ready" work necessary to prepare a right of way, duct, conduit or attachment for Focal's use, including rental fees and administrative expenses associated therewith. GTE and Focal shall agree on a verifiable mechanism or process to ensure that Focal is properly charged for such work and that, where necessary, costs are allocated and prorated in a nondiscriminatory and competitively neutral manner in accordance with methodology approved by the FCC or the Commission.

Focal will communicate its needs to GTE and GTE will communicate what it has available to meet those needs. If GTE's records are in error, it shall bear the cost of the error; if Focal errs in communicating its needs or evaluating the suitability of GTE's resources, Focal shall bear the cost of the error. If neither party is responsible for the error because of some external event (like conduit blockage), both shall bear half the cost of the error.

When Focal places a request with GTE for work to be performed for Focal in connection with Rights of Way, Conduit and Pole Attachments, GTE shall submit to Focal a detailed estimate for such work as soon as practicable after the receipt of the request. GTE shall not commence work on the request until it receives prior authorization from Focal. All invoices submitted by GTE shall include a detailed itemization of all work covered thereunder.

**ATTACHMENT 15**

**RECIPROCAL COMPENSATION FOR CALL TERMINATION AGREEMENT**

1. This Attachment describes the reciprocal compensation arrangements between Focal and GTE for Local Traffic, Toll, and Switched Access Services. The Parties shall compensate each other for transport and termination of such traffic at the rates provided in Attachment 14 (Pricing) and/or the appropriate Parties' Switched Access Tariff.
2. Compensation for Call Termination
  - A. Reciprocal compensation does not apply in a resale environment.
  - B. The following compensation terms, as specified in Unbundled Network Element pricing listed in Attachment 14, shall apply in all cases where Focal purchases GTE's unbundled Local Switching:
    1. For Local intra-switch calls between lines connected to GTE's switch where Focal has purchased GTE's unbundled Local Switching, the Parties agree to impose no call termination charges on each other. GTE's Local Switching charge will apply as described below where the call is :
      - (a) Originated by Focal's customer and completed to a GTE customer:
        - (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
      - (b) Originated by Focal's customer and completed to the customer of a third party LEC (not affiliated with Focal) using GTE's unbundled Local Switching:
        - (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
      - (c) Originated by Focal's customer and completed to another of Focal's customers using GTE's unbundled Local Switching.
        - (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
      - (d) Originated by a GTE customer and terminated to Focal's customer using GTE's unbundled Local Switching.

- (1) No Local Switching charge will apply to Focal.
- (e) Originated by the customer of a third party LEC (not affiliated with Focal) using GTE's Unbundled Local Switching and terminated to Focal's customers using GTE's unbundled Local Switching.
  - (1) No Local Switching charge will apply to Focal.
- 2. For Local inter-switch calls where Focal has purchased GTE's unbundled Local Switching, the Parties agree to call termination charges as applicable and as described in Attachment 14, Appendix 4, Section 2.

GTE's charges will apply to Focal as described below where the call is:

- (a) Originated from Focal's end-user customer using GTE's unbundled Local Switching and completed to a GTE customer.
  - (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
  - (2) A mileage-based transport charge will apply when Focal uses GTE's transport.
  - (3) (For call termination) Charges for local interconnection/call termination, when applicable, as set forth in Attachment 14, Appendix 4.
- (b) Originated from Focal's customer using GTE's unbundled Local Switching and completed to a third party LEC (not affiliated with Focal) customer using GTE's unbundled Local Switching.
  - (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
  - (2) A mileage-based transport charge will apply when Focal uses GTE's transport.
- (c) Originated from Focal's customer using GTE's unbundled Local Switching and completed to the interconnected network of a third party LEC (not affiliated with Focal).

- (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
  - (2) A mileage-based transport charge will apply when Focal uses GTE's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
- (d) Originated from Focal's customer using GTE's unbundled Local Switching and completed to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching charge at the originating office will apply to Focal.
  - (2) A mileage-based transport charge will apply when Focal uses GTE's transport.
  - (3) (For use of the local switch:) Local Switching charge at the terminating office.
- (e) Originated by a GTE customer and terminated to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching Charge at the terminating office will apply to Focal.
  - (2) (For call termination) Focal shall charge GTE for local interconnection/call termination, when applicable, as set forth in Attachment 14, Appendix 4.
- (f) Originated by a customer of a third-party LEC (not affiliated with Focal) using GTE's unbundled Local Switching and terminated to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching charge at the terminating office will apply to Focal.
- (g) Originated by a customer on the interconnected network of a third-party LEC (not affiliated with Focal) and terminated to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching charge at the terminating office will apply to Focal.

3. For intraLATA toll calls where Focal has purchased GTE's unbundled Local Switching, charges per Unbundled Network Element pricing listed in Attachment 14 shall apply as follows:
- (a) Originated by Focal's customer and completed to a GTE customer.
    - (1) (For use of the local switch:) Local Switching charge plus RIC (Residual Interconnection Charge, also called the Transport Interconnection Charge or the Interconnection Charge) and CCLC (Common Carrier Line Charge) at the originating office will apply to Focal, if such charges are required by the Commission.
    - (2) Shared transport charge between the two offices will apply when Focal uses GTE's transport.
    - (3) (For call termination) End Office Switching charge at the terminating office (Switched Access Rate) will apply to Focal.
    - (4) RIC at the terminating office, if such charge is required by the Commission.
  - (b) Originated by Focal's customer and completed to the customer of a third-party LEC (not affiliated with Focal) using GTE's unbundled Local Switching in a distant end office.
    - (1) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the originating office will apply to Focal, if such charges are required by the Commission.
    - (2) Shared transport charge between the two offices will apply when Focal uses GTE's transport.
  - (c) Originated by Focal's customer and completed to the network of third-party LEC (not affiliated with Focal) interconnected with GTE's network.
    - (1) (For use of the local switch:) Local Switching charge, plus RIC and CCLC, at the originating office will apply to Focal, if such charges are required by the Commission.



- (2) Common transport charge will apply when Focal uses GTE's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
  - (3) Tandem Switching, where applicable.
- (d) Originated by Focal's customer and completed to another of Focal's customers being served through GTE's unbundled Local Switching in a distant office.
- (1) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the originating office will apply to Focal, if such charges are required by the Commission.
  - (2) Shared transport charge between the two offices will apply when Focal uses GTE's transport.
  - (3) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the terminating office will apply to Focal, if such charges are required by the Commission.
- (e) Originated by a GTE customer and terminated to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the terminating office, if such charges are required by the Commission.
  - (2) (For call termination:) Focal will charge GTE Local Switching at the terminating office (Switched Access Rate).
  - (3) (For call termination:) Focal will charge GTE RIC at the terminating office, if such charge is required by the Commission.
- (f) Originated by the customer of a third-party LEC (not affiliated with Focal) using GTE's unbundled Local Switching in a distant end office and terminated to Focal's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the terminating office will apply to

Focal, if such charges are required by the Commission.

- (g) Originated by a customer on the network of a third-party LEC (not affiliated with Focal) interconnected with GTE's network and terminated to Focal's customer using GTE's unbundled Local Switching.
  - (1) (For use of the local switch:) Local Switching charge plus RIC and CCLC at the terminating office will apply to Focal, if such charges are required by the Commission.
- 4. For intrastate Switched Access calls where Focal is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:
  - (a) For calls originated from Focal's customer to Focal's own IXC switch (or that of an affiliate) for completion.
    - (1) (For use of the local switch:) Local Switching charge at the originating office.
    - (2) Originating RIC and CCLC, if such charges are required by the Commission.
    - (3) GTE will charge Focal's IXC affiliate the following Switched Access elements on a meet-point basis:
      - a. Local Transport
      - b. Tandem Switching
  - (b) For calls originated from Focal's customer to an IXC's switch not affiliated with Focal.
    - (1) (For use of the local switch:) Local Switching charge at the originating office.
    - (2) Originating RIC and CCLC, if such charges are required by the Commission.
    - (3) GTE shall charge the non-affiliated IXC for the following originating Switched Access on a meet-point basis:
      - a. Local Transport

- b. Tandem Switching
  - (c) For calls terminating to Focal's end-user customer from Focal's own IXC switch (or that of an affiliate) for completion.
    - (1) (For use of the local switch:) Local Switching charge at the terminating office.
    - (2) Terminating RIC and CCLC, if such charges are required by the Commission.
    - (3) GTE will charge Focal's IXC (affiliate) the following Switched Access elements on a meet-point basis:
      - a. Local Transport
      - b. Tandem Switching
  - (d) For calls terminating to Focal's customer from an IXC switch not affiliated with Focal.
    - (1) (For use of the local switch:) Local Switching charge at the terminating office.
    - (2) Terminating RIC and CCLC, if such charges are required by the Commission.
    - (3) GTE shall charge the IXC for the following terminating Switched Access on a meet-point basis:
      - a. Local Transport
      - b. Tandem Switching
- 5. For interstate Switched Access calls where Focal is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:
  - (a) For calls originated from Focal's customer to Focal's own IXC switch (or that of an affiliate) for completion.
    - (1) (For use of the local switch:) Local Switching charge at the originating office.

- (2) Originating RIC and CCLC, if such charges are required by the Commission.
  - (3) GTE shall charge Focal's IXC affiliate for the following originating Switched Access on a meet-point basis:
    - a. Local Transport
    - b. Tandem Switching
- (b) For calls originated from Focal's customer to an IXC's switch not affiliated with Focal.
- (1) (For use of the local switch:) Local Switching charge at the originating office.
  - (2) Originating RIC and CCLC, if such charges are required by the Commission.
  - (3) GTE shall charge the IXC for the following originating Switched Access on a meet-point basis:
    - a. Local Transport
    - b. Tandem Switching
- (c) For calls terminating to Focal's customer from Focal's own IXC switch (or that of an affiliate) for completion.
- (1) (For use of the local switch:) Local Switching charge at the terminating office.
  - (2) Terminating RIC and CCLC, if such charges are required by the Commission.
  - (3) GTE will charge Focal's IXC (affiliate) the following Switched Access elements on a meet-point basis:
    - a. Local Transport
    - b. Tandem Switching
- (d) For calls terminating to Focal's customer from an IXC switch not affiliated with Focal.

- (1) (For use of the local switch:) Local Switching charge at the terminating office.
  - (2) Terminating RIC and CCLC, if such charges are required by the Commission.
  - (3) GTE shall charge the non-affiliated IXC for the following terminating Switched Access on a meet-point basis:
    - a. Local Transport
    - b. Tandem Switching
- C. The following terms apply where Focal and GTE interconnect using their own networks.
1. For Local Traffic and intraLATA Toll traffic originated by Focal (or CLECs subtending its network) to GTE, Focal agrees to pay GTE the following:
    - (a) Local calls: Unless otherwise provided in Attachment 14, Bill and Keep shall apply to Local Traffic. In the event traffic (as defined from the point of interconnection) is out of balance, the rate specified in Attachment 14 shall apply.
    - (b) Toll calls: The following GTE Intrastate Switched Access rate elements are applicable to intraLATA toll calls, if such charges are required by the Commission.
      - (1) For common switched transport where GTE's tandem is used:
        - (a) Fixed - per minute of use.
        - (b) Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the GTE end office or Competitive Local Carrier routing point.
        - (c) Tandem Switching.
      - (2) End Office switching.

- (3) Information Surcharge
  - (4) RIC
  - (5) CCLC
2. For Local Traffic and intraLATA Toll traffic originated from GTE to Focal, GTE agrees to pay Focal the following:
- (a) Local calls: Unless otherwise provided in Attachment 14, Bill and Keep shall apply to Local Traffic. In the event traffic (as defined from the point of interconnection) is out of balance, the rate specified in Attachment 14, Appendix 4, Annex 1 shall apply.
  - (b) Toll calls: The following Focal Intrastate Switched Access rate elements are applicable to intraLATA toll calls, if such charges are required by the Commission.
    - (1) For common switched transport where Focal's tandem is used:
      - (a) Fixed - per minute of use.
      - (b) Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the Focal end office or Competitive Local Carrier/Focal routing point.
      - (c) Tandem Switching.
    - (2) End Office switching.
    - (3) Information Surcharge
    - (4) RIC
    - (5) CCLC