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April 17, 2003

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Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65101

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APR 17 2003

*Records
Public Service Commission*

Dear Mr. Secretary:

Attached for filing with the Commission is the original and 4 copies (4) copies of an amendment to the Missouri Interconnection Agreement with Southwestern Bell Communications and TCG Kansas City, Inc.

I thank you in advance for your cooperation in bringing this to the attention of the Commission.

Very truly yours,

R. Matthew Kohly
R. Matthew Kohly

RMK/tm



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AMENDMENT NO. ____

TO MISSOURI INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

TCG KANSAS CITY

RECEIVED³

APR 17 2003

*Records
Public Service Commission*

The Missouri Interconnection Agreement, dated September 13, 2001 ("the Agreement") by and between Southwestern Bell Telephone Company¹ ("SWBT") and TCG Kansas City ("TCG-KC") is hereby amended as follows:

- (1) Attachment 12: Reciprocal Compensation, Sections 2.2, 3.6.1, 3.6.1.2, 3.6.2, and 6.1 have been revised as follows and Attachment 12: Reciprocal Compensation is attached hereto in its entirety:

2.2 Compensation Arrangement

For the purposes of this Agreement the Parties agree that bill and keep shall be the method of reciprocal compensation for transport and termination of Local Traffic, as defined in Section 2.6 below, ISP Calls as defined in Section 2.2.1, below and FX Traffic, as defined in Section 2.2.2, below. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local Traffic, ISP Calls, or FX Traffic at either the appropriate end office or tandem switch. Each Party will bill its own originating customers for Local Traffic, ISP Calls or FX Traffic, and will keep the revenue associated with those customers' originating traffic. This reciprocal compensation agreement does not change the customer usage data record transmission obligations set forth in the billing attachment to this agreement.

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

- 3.6.1 For Local Traffic delivered by either Party after December 13, 2001, the AMA recordings utilized for billing shall be terminating records made within each Party's network. Unless Bill and Keep as described in Section 2.2 of this Attachment is in effect, each Party will provide CABS formatted bills as described in the Comprehensive Billing Attachment of this Agreement from the terminating records made within its own network. Consistent with the Bill and Keep provisions of Section 2.2 of this Attachment, the Parties agree to not exchange bills or records for Local Traffic. Exchange of originating records is not required for Local Traffic. Nothing in this Section 3.6.1 alters the bill and keep compensation arrangement established by the Parties in Section 2 of this Attachment 12 for Local Traffic, ISP Calls and FX Traffic.
- 3.6.1.2 If the bill and keep provisions of Section 2.2 of this Attachment end for any reason, when TCG-KC is an unbundled network switching element customer of SWBT, bills for Local Traffic exchanged between the Parties after December 13, 2001 will be based on Category 11 terminating records made within SWBT's network. For calls originated by SWBT, SWBT will provide the Category 11 records to TCG-KC. AT&T will utilize those records to provide CABS bills to SWBT. The Parties agree to not exchange bills or records related to reciprocal compensation for this traffic, except as required by Section 10 of this Attachment. This agreement does not change the customer usage data record transmission obligations of the billing attachment.
- 3.6.2 Until the Missouri Commission makes a determination in an industry proceeding (open to both CLECs and ILECs, and not the SWBT/TCG-KC bilateral arbitration) in favor of terminating records for intraLATA toll and transited traffic, the Parties shall continue to bill for this traffic utilizing the Category 92 record exchange process outlined in Section 13 of this Attachment. This provision shall apply only to IntraLATA toll and transited traffic not PIC'ed to an intraLATA toll carrier and, therefore, carried on the shared local transport network, with the exception that TCG-KC shall not be obligated to send SWBT a Category 92 record for local traffic originated by an TCG-KC UNE end user and terminated to a third party telecommunications carrier. SWBT agrees to utilize terminating records for all intraLATA toll traffic bills and transited traffic billing upon Missouri Commission determination requiring such use. SWBT agrees that the decision and implementation for intraLATA toll and transit may be independent Missouri Commission determinations for each type of

traffic, and may require independent implementation by SWBT. IntraLATA toll traffic PIC'ed to an IntraLATA toll carrier shall be billed utilizing terminating records and in accordance with the provisions of Section 12 of this Attachment.

- 6.1 The Transit Rate element applies when one Party sends Local Traffic or Mandatory EAS traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in this Agreement. Pursuant to Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Rate element does not apply to MCA Traffic as defined in the Missouri Public Service Commission's Order in Case No. TO-92-306 and Case No. TO-99-483 ("MCA Orders"). Due to the unique compensation mechanism ordered by the Missouri Public Service Commission in Case No. TO-99-483, the Parties agree to a "Bill and Keep" arrangement for Local Transit Traffic that is MCA traffic.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) This underlying Agreement is the result of TCG-KC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and TCG-KC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to TCG-KC only as a result of TCG-KC's right to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227; and (ii) therefore, no aspects of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43"). The Parties further acknowledge and agree that the Agreed Changes shall be considered portable under Paragraph 43 only if they otherwise qualify for portability under that Paragraph.

- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of April, 2003, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and TCG-KC, signing by and through its duly authorized representative.

TCG Kansas City

*Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent

By:

Kathleen Whiteaker

By:

Mike Auinbauh

Title: District Manager

Title: President - Industry Markets

Name: Kathleen Whiteaker

(Print or Type)

Name:

Mike Auinbauh

(Print or Type)

Date:

4-3-03

Date:

4/10/03

* By entering into this Amendment, SWBT does not waive any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, SWBT fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SWBT reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act. SWBT also reserves the right to adopt on a date specified by SWBT, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

ATTACHMENT 12: RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1.0 Introduction

- 1.1 This Attachment 12 sets forth the terms and conditions for classification of traffic exchanged between TCG-KC and SWBT, and the related terms and conditions for mutual compensation.

2.0 Transmission And Routing Of Telephone Exchange Service Traffic Relevant To Compensation

- 2.1 The Telecommunications traffic exchanged between TCG-KC and SWBT will be classified as Local Traffic, Transit Traffic, ISP Calls, Metropolitan Calling Area (MCA) Traffic, FGA Traffic, Foreign Exchange (FX) Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. Local Traffic is defined in Section 2.6. ISP Calls are defined in Section 2.5. FGA Traffic and Foreign Exchange (FX) Traffic are defined in Section 2.7. Nothing in this agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its Customers. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service or to wireless traffic. MCA Traffic is defined in Section 5.1 below.

2.2 Compensation Arrangement

For the purposes of this Agreement the Parties agree that bill and keep shall be the method of reciprocal compensation for transport and termination of Local Traffic, as defined in Section 2.6 below, ISP Calls as defined in Section 2.2.1, below and FX Traffic, as defined in Section 2.2.2, below. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local Traffic, ISP Calls, or FX Traffic at either the appropriate end office or tandem switch. Each Party will bill its own originating customers for Local Traffic, ISP Calls or FX Traffic, and will keep the revenue associated with those customers' originating traffic. This reciprocal compensation agreement does not change the customer usage data record transmission obligations set forth in the billing attachment to this agreement.

2.2.1 Reservation of Rights as to Jurisdictional Nature of ISP Calls

The Parties agree that their agreement to a "Bill and Keep" compensation arrangement under this Attachment for calls terminated to Internet Service Providers physically located within the same local, mandatory local or MCA calling area as the originator of the call ("ISP Calls") does not establish whether such calls are subject to reciprocal

compensation under the FCC's regulations or the Act, nor shall their agreement be construed against either Party as a "meeting of the minds" that ISP Calls are or are not local calls subject to reciprocal compensation. Accordingly, neither Party is prejudiced from arguing its respective position on the appropriate treatment of ISP Calls for reciprocal compensation purposes in any other jurisdiction or in front of the Missouri Public Service Commission in any other proceeding. Specifically, SWBT reserves its right to argue that ISP calls are not "local traffic" under applicable law and are not subject to reciprocal compensation under the Act and applicable law. Similarly, TCG-KC reserves its right to argue that ISP Calls are subject to the reciprocal compensation requirements of the Act and applicable law.

2.2.2 Foreign Exchange (FX) and Feature Group A (FGA) Traffic

Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or foreign exchange (FX). The inter-carrier compensation arrangement for FGA traffic is set forth in Appendix FGA to this Attachment. The Parties agree that FX Traffic will be subject to the Bill and Keep compensation arrangement established in this Attachment. The Parties agree that their agreement to a Bill and Keep compensation arrangement under this Attachment for FX Traffic does not establish whether such calls are subject to reciprocal compensation under the FCC's regulations or the Act, nor shall their agreement be construed against either Party as a "meeting of the minds" that FX Traffic is or is not local traffic subject to reciprocal compensation. Accordingly, neither Party is prejudiced from arguing its respective position on the appropriate treatment of FX Traffic for reciprocal compensation purposes in any other jurisdiction or in front of the Missouri Public Service Commission in any other proceeding. Specifically, SWBT reserves its right to argue that FX Traffic is not "local traffic" under applicable law and is not subject to reciprocal compensation under the Act and applicable law. Similarly, TCG-KC reserves its right to argue that FX Traffic is subject to the reciprocal compensation requirements of the Act and applicable law. Traffic that is originated and terminated by the Parties within the same MCA shall be treated as Local Traffic for purposes of intercarrier compensation even if such calls transit through another calling area or another carrier's network because of the configuration of the Parties' respective telecommunications systems or the physical configuration of the local calling area.

- 2.3 Subject to Section 3.6, below, the Parties' obligation to pay reciprocal compensation for the termination of intraLATA Toll and Transit Traffic shall commence on the date the Parties agree that the network is complete (*i.e.*, each Party has established its originating trunks as well as any ancillary functions (*e.g.*, 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.

2.4 The compensation arrangements set forth in this Attachment are not applicable to (i) Exchange Access traffic, or (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs.

2.5 Intentionally left blank.

2.6 Local Traffic

"Local Traffic," for purposes of intercarrier compensation, is traffic where all calls originated by one Party's end users and terminated to the other Party's end users originate and terminate within the same common local and common mandatory local calling area, i.e., within the same or different SWBT Exchange(s) that participate in the same common local or common mandatory local calling area approved by the applicable state Commission, or within Metropolitan Calling Areas that share either mandatory or optional calling scopes as those calling scopes are defined by the Missouri Public Service Commission in Case No. TO-92-306. FX calls are described in Section 2.2.2, above.

2.7 Intentionally left blank.

2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.0 Responsibilities Of The Parties

3.1 Each Party to this Attachment will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call originated by one Party being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

- 3.4 Unless otherwise agreed by the Parties, where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic, in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for that month. Unless otherwise agreed by the Parties, if the percentage of calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will provide written notice that the CPN percentage has fallen below the acceptable 90%. The noticed Party will then have the succeeding month to correct the issue. If the percentage of calls in the third month are still below the acceptable 90%, all calls passed without CPN will be billed as intraLATA switched access.
- 3.5 Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.
- 3.5.1 TCG-KC shall not bill SWBT for terminating any Transit traffic, whether identified or unidentified, i.e. whether SWBT is sent CPN or is not sent CPN by the originating company. However, in the event TCG-KC indicates to SWBT that unidentified transit traffic volume has become significant, SWBT agrees to work with TCG-KC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.
- 3.5.2 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.
- 3.6 Consistent with the requirements of the billing attachment of this Agreement, each Party will calculate reciprocal compensation minutes of use (MOU's) based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network for traffic exchanged between TCG-KC and SWBT. This process is detailed in the Comprehensive Billing Attachment. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. MOUs for the rates contained herein will be measured in seconds by call type and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

- 3.6.1 For Local Traffic delivered by either Party after December 13, 2001, the AMA recordings utilized for billing shall be terminating records made within each Party's network. Unless Bill and Keep as described in Section 2.2 of this Attachment is in effect, each Party will provide CABS formatted bills as described in the Comprehensive Billing Attachment of this Agreement from the terminating records made within its own network. Consistent with the Bill and Keep provisions of Section 2.2 of this Attachment, the Parties agree to not exchange bills or records for Local Traffic. Exchange of originating records is not required for Local Traffic. Nothing in this Section 3.6.1 alters the bill and keep compensation arrangement established by the Parties in Section 2 of this Attachment 12 for Local Traffic, ISP Calls and FX Traffic.
- 3.6.1.1 All traffic delivered to SWBT over Feature Group D "access" trunks shall be subject to the factor process described in Section 15.1 of this Attachment. No exchange of call records is required for this traffic. The portion of this traffic determined to be Local Traffic will also be subject to the 'Bill and Keep' provisions of Section 2.2 of this Attachment
- 3.6.1.2 If the Bill and Keep provisions of Section 2.2 of this Attachment end for any reason, when TCG-KC is an unbundled network switching element customer of SWBT, bills for Local Traffic exchanged between the Parties after December 13, 2001 will be based on Category 11 terminating records made within SWBT's network. For calls originated by SWBT, SWBT will provide the Category 11 records to TCG-KC. TCG-KC will utilize those records to provide CABS bills to SWBT. The Parties agree to not exchange bills or records related to reciprocal compensation for this traffic, except as required by Section 10 of this Attachment. This agreement does not change the customer usage data record transmission obligations of the billing attachment.
- 3.6.2 Until the Missouri Commission makes a determination in an industry proceeding (open to both CLECs and ILECs, and not the SWBT/TCG-KC bilateral arbitration) in favor of terminating records for intraLATA toll and transited traffic, the Parties shall continue to bill for this traffic utilizing the Category 92 record exchange process outlined in Section 13 of this Attachment. This provision shall apply only to IntraLATA toll and transited traffic not PIC'ed to an intraLATA toll carrier and, therefore, carried on the shared local transport network, with the exception that AT&T shall not be obligated to send SWBT a Category 92 record for local traffic originated by an AT&T UNE end user and terminated to a third party telecommunications carrier. SWBT agrees to utilize terminating records for all intraLATA toll traffic bills and transited traffic billing upon Missouri Commission determination requiring such use. SWBT agrees that the decision and implementation for intraLATA toll and transit may be independent Missouri Commission determinations for each type of traffic, and may require independent implementation by SWBT. IntraLATA toll traffic PIC'ed to an IntraLATA toll carrier shall be billed utilizing terminating records and in accordance with the provisions of Section 12 of this Attachment.

- 3.6.3 Alternatively billed intrastate intraLATA toll calls, as defined and described in Section 2.1 of Attachment 20: Clearinghouse will be recorded and billed via Category 92 records as required by Attachment 20: Clearinghouse of this Agreement, until or unless a Commission ruling is made as described in Section 3.6.2 above that eliminates the exchange of Category 92 records for intraLATA toll purposes. If such a Commission ruling occurs, TCG-KC and SWBT agree to negotiate the appropriate recording and billing of these calls.
- 3.6.4 Third Party traffic exchanged between SWBT and TCG-KC when TCG-KC or the third party carrier is an unbundled network switching element customer of SWBT shall be in accordance with the record exchange and billing provisions of Section 10 of this Attachment.

4.0 Local Traffic Compensation

The Parties agree that, subject to Section 2.5, above, Local Traffic exchanged between the Parties will be subject to "Bill and Keep" as the method of intercarrier compensation, as described in Section 2 above.

5.0 MCA Traffic

- 5.1 The Parties agree to comply with Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 ("MCA Orders"). Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic as defined in that Order shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined by that Order as MCA Traffic shall not compensate the terminating party for terminating the call. Pursuant to Missouri Public Service Commission Order in Case No. TO-99-483, the Parties will have no obligation to exchange billing records for traffic exchanged under the bill and keep compensation arrangements for MCA Traffic as defined by that Order.
- 5.2 The Parties agree to use the LERG to provision the appropriate MCA NXXs in their networks in order to accurately identify MCA traffic for the purposes of proper transit compensation treatment under Section 6.0 below. The LERG must be updated at least 45 days in advance of opening a new code to allow the other Party the ability to make the necessary network modifications. If TCG-KC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SWBT.

6.0 Transit Traffic Compensation

- 6.1 The Transit Rate element applies when one Party sends Local Traffic or Mandatory EAS traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in this Agreement. Pursuant to Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Rate element does not apply to MCA Traffic as defined in the Missouri Public Service Commission's Order in Case No. TO-92-306 and Case No. TO-99-483 ("MCA Orders"). Due to the unique compensation mechanism ordered by the Missouri Public Service Commission in Case No. TO-99-483, the Parties agree to a "Bill and Keep" arrangement for Local Transit Traffic that is MCA traffic.
- 6.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party against any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 6.3 TCG-KC shall not bill SWBT for terminating any Transit traffic, whether identified or unidentified, i.e. whether SWBT is sent CPN or is not sent CPN by the originating company. However, in the event TCG-KC indicates to SWBT that unidentified transit traffic volume has become significant, SWBT agrees to work with TCG-KC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.
- 6.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.
- 6.4 Meet-Point Billing compensation arrangements is (are) specified in this Agreement.

7.0 This section intentionally left blank.

8.0 Out Of Region Transiting

- 8.1 Other than the transited traffic discussed in Section 6.1 of this Attachment, the Parties also acknowledge that local traffic originated and terminated in third party ILEC exchanges outside of the MCA calling scopes (as defined in Case No. TO-99-483) may traverse the SWBT Tandem Office Switch. To the extent TCG-KC requests SWBT-MO to transit such local traffic, the Parties agree to negotiate appropriate and mutually agreeable rates, terms and conditions for this service and include them in this Agreement via amendment. If the Parties are unable to agree upon such rates, terms and conditions within a reasonable period of time after TCG-KC's request, either Party may initiate dispute resolution procedures under this Agreement, and the results of such dispute resolution shall be included in this Agreement via amendment. Until such rates, terms and conditions are included in the Agreement, whether by agreement or via dispute resolution, SWBT shall have no obligation to transit such local traffic.

9.0 INTRALATA 800 Traffic

- 9.1 Where an 8YY call originates from one Party and terminates on the network of the other Party as the 800 service provider, the Parties agree that the call will be treated as intraLATA toll for purposes of compensation pursuant to this Agreement.
- 9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for End User billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party for this traffic.
- 9.3 IntraLATA 800 Traffic calls and query charges are billed to and paid for by the called or terminating 800 service provider, regardless of which Party performs the 800 query.

10.0 Compensation For Third Party UNE Traffic

- 10.1 Third Party UNE Traffic is defined as third party messages originated or terminated by a CLEC utilizing Unbundled Ports purchased from SWBT.

- 10.2 Where originating records are being used by SWBT, SWBT will identify third party switch originated mutual compensation for each call terminated on a SWBT switch in the state of Missouri which will be divided by the number of SWBT access lines to arrive, at TCG-KC's election, at a statewide or end office average mutual compensation revenue per access line per month. This average revenue per month per line will be multiplied by TCG-KC's switch port count for the statewide or end office (depending upon TCG-KC's election to utilize a statewide or end office average) to arrive at TCG-KC's compensation for the month. This arrangement will be in place until a long-term solution is adopted and applies only to third party UNE terminating messages. SWBT and TCG-KC agree to meet with the industry and Commission staff to identify and discuss proposals that would result in a permanent solution to address third party UNE terminated messages and Ported Numbers acceptable to all companies.
- 10.3 Once SWBT is capable of utilizing terminating records to bill reciprocal compensation, Section 10.2 will no longer apply for reciprocal compensation for Third Party UNE Terminated Traffic if SWBT provides its terminating record to the UNE Terminating Carrier with the OCN of the third party originating carrier indicated on each record. The billing method for reciprocal compensation for this traffic will be the same as facility based traffic subject to reciprocal compensation.
- 10.4 Where TCG-KC is using terminating recordings to bill reciprocal compensation, SWBT will provide a report to identify the UNE originating traffic, including the OCN of the originating third party carrier, and TCG-KC will bill the originating UNE Carrier for the MOUs terminated on TCG-KC's network. SWBT agrees the report will be replaced by identifying data transmission once an industry billing/recording forum determines a technically feasible method to do so.
- 11.0 MEET-POINT-BILLING (MPB) FOR SWITCHED ACCESS TRAFFIC COMPENSATION**
- 11.1 This Section 11 refers to the MPB arrangements for SWBT.
- 11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the billing attachment and recording attachment of this Agreement. The terms, conditions and rate elements to be billed by each Party are as set forth in each Party's applicable state, federal and NECA tariffs.

- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC's via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents. The arrangements described in this Section 11 are intended to be used to provide Switched Access service that originates and/or terminates on a telephone exchange service that is provided by either Party, where the transport component of the switched Exchange Access service is routed through the tandem switch that is provided by the other Party. Such facilities shall not be used by the long distance carrier to avoid access tandem switching charges, only to provide competition in the access tandem switching environment.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 Interconnection for the MPB arrangement shall occur as outlined in Attachment 11, Part C: Trunk Arrangements, of this Agreement.
- 11.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) or which may likewise be designated for such traffic in the future, where the responsible party is an IXC.
- 11.7 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXC's that interconnect with the Party's tandems.
- 11.8 Each Party will provide access usage records ("AURs") to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.
- 11.8.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

- 11.8.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

12.0 IntraLATA Interexchange Traffic Compensation

- 12.1 For intrastate intraLATA toll service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff.
- 12.2 For the determination of intraLATA interexchange traffic TCG-KC delivers to SWBT over Feature Group D "access" trunks, the Parties agree to continue to use the factoring process in place as of October 1, 2000, which results in a designation of what portion of traffic delivered over the access trunks is intraLATA traffic in relation to what portion of traffic over the access trunks is interLATA traffic. The intraLATA traffic is then subject to the factoring process described in Section 15.1 of this Attachment to determine what portion of traffic delivered over the access trunks is Local Traffic.

13.0 Billing and Compensation –Other - SWBT

- 13.1 Where TCG-KC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SWBT, SWBT will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.
- 13.2 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in Sections 2 and 3.6 above.
- 13.3 If originating records are required pursuant to the provisions of Section 3.6 of this Attachment, the Parties shall adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SBC-SWBT to TCG-KC. Each Party will transmit the summarized

originating minutes of usage within fifteen (15) business days following the prior month's close of business for the traffic designated in Section 3.6.2 (i.e., intraLATA toll and/or transit, as applicable) via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information may also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of calls for which originating records are required under Section 3.6.

- 13.4 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all transit traffic MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 13.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls subject to 92-type records for a particular month's usage until both Parties have received the originating 92-type summary records from one another for that same month's usage.

14.0 Intentionally Left Blank

15.0 Application Of Factors

- 15.1 For the determination of Local Traffic TCG-KC delivers to SWBT over Feature Group D "access" trunks, the Parties agree to continue to use the factoring process in place as of October 1, 2000, which results in a designation of what portion of traffic delivered over the access trunks is Local Traffic for purposes of billing to TCG-KC by SWBT at reciprocal compensation rates set forth under this Attachment.
- 15.2 Subject to Section 3.4 of this Attachment, for those usage based charges where actual charge information is not determinable because the jurisdiction (i.e., interstate, intrastate, local) is not identifiable due to missing or inadequate call record information, a percent local usage factor (PLU) will be determined. The PLU will be calculated by the originating Party by dividing a proxy for local minutes of use delivered to a Party for termination (which may be derived from end user billing records) by the total minutes of use delivered to the Party for termination. The originating Party will provide factors developed at the LATA level for the average percent of traffic type and/or origin for traffic terminating to the other Party's network. The terminating Party will apply these factors to terminating traffic that cannot be jurisdictionalized or otherwise appropriately identified due to missing or inaccurate call record information. These factors shall be adjusted monthly.