
New England Telephone and Telegraph Company

8. Billing and Collection
8.1 General

Rates and charges for the services stated herein are contained in Section 30.8. IC specific contract charges are contained in Section 31.

8.1.1 Work Hours	
A.	When used throughout this Section, the intended meaning of certain terms are as follows.
1.	Basic Time — All hours for work performed (per person) within the Telephone Company's normal work schedule and using the normal work force.
2.	Premium Time — All hours for work performed (per person) outside the Telephone Company's normal work schedule and/or which requires additions to the work force.

8. Billing and Collection

8.2 Recording Service

8.2.1 Description	
A.	Recording service will be provided by the Telephone Company in association with the offering of FGD service for IC messages that can be recorded by Telephone Company provided automatic message accounting equipment. Where the Telephone Company records the IC messages on manual tickets, the Telephone Company will provide Recording service for the manual tickets.
1.	IC Message denotes a completed call originated by an IC's end user. An IC message begins when answer supervision from the IC terminal location is received by Telephone Company recording equipment indicating that the called party has answered. An IC message ends when disconnect supervision is received by Telephone Company recording equipment from either the IC terminal location or the IC end user premises from which the call originated.
B.	The minimum operating territory for which recording service will be provided by the Telephone Company is all the appropriately equipped offices within Massachusetts for which the IC has ordered FGD switched access service.
C.	Recording service is the recording of the details of an IC message and, when requested by the IC, the provision of those details to the IC. The components of service are as follows.
1.	Recording the details of IC messages originated through switched access service for which answer and disconnect supervision has been received. Recording is provided 24 hours a day, seven days a week. (D)
2.	Assembly and Editing is the aggregation of the recorded IC message details to create individual messages and the verification that the data required for rating, in accordance with the standard format established by the Telephone Company is present. Assembly and editing is performed at least once a week.
3.	Provision of IC Message Detail is entering the assembled and edited IC message detail onto electronic format and data-transmitting the assembled and edited IC message detail to the IC. Except for lost or damaged records, the recorded detail will be available to the IC not more than five business days after the date all the detail requested by the IC was processed by the Telephone Company. (C)(D)
8.2.2 Responsibility of The Telephone Company	
A.	The Telephone Company will record all IC messages carried over FGD that are available to Telephone Company provided recording equipment or operators. Unavailable IC messages (i.e., certain TSPS messages which are not accessible by Telephone Company provided recording equipment or operators) will not be recorded.
1.	The recording equipment will be provided at locations selected by the Telephone Company.

8. Billing and Collection

8.2 Recording Service

8.2.2 Responsibility of The Telephone Company	
A. (Continued)	
2.	Assembly and editing will be performed on all IC messages recorded during the billing period established by the Telephone Company.
B.	Except as set forth within this Section, recorded message detail from previous billing periods will not be recovered and made available to the IC.
C.	A standard format for the provision of the recorded IC message detail will be established by the Telephone Company and provided to the IC.
1.	If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will notify the involved ICs six months prior to the change.
D.	The recorded IC message detail provided to the IC will not be sorted to furnish detail by specific end users, groups of end users, by office or by location.
E.	Recorded IC message detail will be provided to an IC as set forth in Section 8.2.2E1. The Telephone Company will determine the number of data files required to provide the recorded message detail to the IC.
1.	At the request of an IC, the electronic format containing the recorded IC message details will be provided to the IC as part of Recording service.
2.	The IC can request electronic transmission of the data file. When the IC message details are data transmitted to an IC location, the data transmission charges will be determined on an individual case basis.
3.	When the IC wishes to discontinue receiving the recorded IC message details, and the Telephone Company receives notice from the IC at least two weeks prior to the date the details would be sent to the IC, the charges as set forth in Section 30.8 will not apply.
F.	At the IC's request, the Telephone Company will make every reasonable effort to recover recorded IC message detail previously made available to the IC and make it available again for the IC. The provision of IC message detail charges will apply for all such detail provided.
1.	Such a request must be made within 30 days from the date the details were initially made available to the IC.

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8. Billing and Collection
8.2 Recording Service

8.2.3 Liability of the Telephone Company	
Notwithstanding Section 2.3.2, the Telephone Company liability for recording service is as follows.	
A.	If IC message detail is not available because the Telephone Company lost or damaged tapes or incurred recording system outages, the Telephone Company will estimate the volume of lost IC messages and associated revenue based on previously known values. This estimated IC message volume will be included along with the IC message detail provided to the IC and/or provided for message processing service.
B.	If such events result in an inability to back-bill end user charges, the IC's operating revenues will be credited as if the revenues were earned, and the ICs credited as if the revenues were earned, and the IC's uncollectible revenues will be debited since the revenues will not be billed and collected. No adjustment to IC purchased accounts receivable or uncollectibles is required as the charges were never billed. These unbilled revenues will not be considered in the study used to develop the IC's uncollectible factor.
C.	When the Telephone Company is notified that, due to its error or omission, incomplete data have been provided to an IC, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide new electronic format to the IC at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the IC. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in Section 8.2.3.
D.	In the absence of willful misconduct, no liability for damages to the IC or other person or entity other than as set forth in the preceding paragraphs shall attach to the Telephone Company for its action or the conduct of its employees in providing Recording service.

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8.2.4 Responsibility of the IC	
A.	The IC shall order recording service under a special order. Recording service must be ordered at least one month prior to the date when the IC message detail is to be recorded.
B.	The IC shall order provision of recorded IC message detail at least one month prior to the date when it wishes to receive the recorded message detail. The IC may wish to have the recorded detail data transmitted to an IC location at some times and not at others. Therefore, a change in the provision of recorded IC message detail to the IC will be accommodated provided the IC gives two weeks advance written notification to the Telephone Company.
C.	The IC's terminal location shall provide such signals as may be required for the proper operation of the Telephone Company's automatic message accounting equipment used to perform the detail recordings.

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New England Telephone and Telegraph Company

8. Billing and Collection
8.2 Recording Service

8.2.5 Audit Provisions	
A.	Upon written notice by the IC to the Telephone Company, the IC shall have the right through its authorized representative to examine and audit on Telephone Company premises, during normal business hours and at reasonable intervals determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the recording of messages for which amounts may be payable to the IC.
1.	Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such rights appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.
a.	All information received or reviewed by the IC or its authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

8.2.6 Minimum Period and Minimum Monthly Charge	
A.	The minimum period for which recording service is provided and for which charges apply is one month.
B.	The minimum monthly charges are the charges for IC messages recorded, IC messages assembled and edited (except when message processing service is ordered for the same monthly period) and when ordered by the IC, provision of IC message detail on data files.
C.	If the service is canceled or discontinued prior to entering the IC message detail on data files, the minimum monthly charge will be the charge for all IC messages recorded, assembled and edited for a 30 day period. The Telephone Company will use the most recent 30 day period for which data is available to determine the minimum charge.

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8.2.7 Cancellation of a Special Order	
A.	An IC may cancel a special order for recording service on any date prior to the service date.
1.	The cancellation date is the date the Telephone Company receives written or verbal notice from the IC that the special order is to be canceled.
2.	The verbal notice must be followed by written confirmation within ten days. The service date for recording service is the date the IC requests the recordings to start.

8. Billing and Collection

8.2 Recording Service

8.2.7 Cancellation of a Special Order

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| B. | When an IC cancels a special order for recording service after the order date but prior to the start of service, the special order charge and the minimum monthly charges will apply. |
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8.2.8 Changes to Special Orders

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| A. | When an IC requests changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new special order. All cancellation charges as set forth in Section 8.2.7 will apply for the canceled special order. |
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8.2.9 Application of Rates and Charges

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| A. | Rates and charges for recording service apply on a per state basis. |
| B. | For each IC message recorded, the recording and the assembling and editing charges apply except when the IC orders message processing service. |
| 1. | When message processing service is ordered for the same month that recording service is ordered, the assembling and editing charge does not apply per IC message. |
| 2. | The charges for recording and for assembly and editing apply per message recorded and, per message assembled and edited whether or not the IC's schedule of rates specifies billing on a per message basis or any other basis. |
| C. | When message detail is entered on a data file for provision of message detail to an IC, the per record charge applies for each record processed. (D) |
| 1. | A record is a logical grouping of information as described in the programs that processes the information and load the data file. (D) |
| 2. | The Telephone Company will determine the charges based on the number of data files prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the data file, whichever number of records is higher. (D) |
| D. | The per special order charge applies for each special order accepted by the Telephone Company for recording service or for a subsequently requested change. (D) |

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8. Billing and Collection**8.3 Purchase of Accounts Receivable–Billing Service**

8.3.1 General	
A.	The Telephone Company will purchase from the IC its accounts receivable that arise from bills rendered by the Telephone Company to that IC's end users. The purchase of accounts receivable will be limited to amounts due the IC when the Telephone Company provides bill processing service and/or private line billing service for that IC. After an IC orders bill processing service and/or private line billing service and the Telephone Company is purchasing the IC's accounts receivable, the IC is prohibited from assigning, transferring, selling exchanging or giving these accounts receivable to any other entity or person.
B.	The Telephone Company's purchase of an IC's accounts receivable shall be with recourse adjustments as set forth in the following regulations to account for amounts due the IC that the Telephone Company is unable to collect from the end users which use the IC's services. The amounts due the IC for the purchase of its accounts receivables will be determined as set forth in accordance with the regulations of Section 8.3.
C.	The IC will provide a written assurance to the Telephone Company as to such forbearance and any such assignment, transfer, sale exchange or gift is null and void and will subject the IC to all liabilities, expenses, costs including attorney fees expended and incurred by the Telephone Company in pursuing exclusive ownership to the accounts receivable.

8.3.2 Total Current Amount Billed	
A.	The Telephone Company, for each end user bill day, (i.e., the billing date on a bill for an end user of an IC's service) will determine from its records the total current amount lawfully billed to the IC's end users for IC services, including all taxes applicable to such services.
1.	A total current amount billed will be determined for each IC for each end user bill day.

8.3.3 End User Adjustments	
A.	For each bill day, the Telephone Company will subtract from the total current amount billed the lawfully billed amounts which the Telephone Company removes from end users balances due in accordance with IC inquiry instructions.

New England Telephone and Telegraph Company

8. Billing and Collection**8.3 Purchase of Accounts Receivable–Billing Service****8.3.4 Telephone Company and IC Adjustments**

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| A. | For each bill day, the Telephone Company will subtract from the total current amount billed bill amounts for undeliverable end user bills. The Telephone Company will return these bills to the IC. In addition, for each bill day, the Telephone Company may make adjustments to the total current amount billed to account for amounts on statements received from the IC for additions or subtractions to an end user balance due for services billed in prior periods. |
| 1. | Also, each bill day, the Telephone Company may make adjustments to the total current amount billed to account for additions and subtractions for IC or Telephone Company prior billing period errors. |

8.3.5 Uncollectible Adjustment

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| A. | For each bill day, the Telephone Company will subtract from the total current amount billed an amount for uncollectibles. Uncollectibles are amounts billed by the Telephone Company to end users on final customer bills (as determined in Section 8.3.5A1 below) that are added to the uncollectible (realized) accounts of the Telephone Company. The Telephone Company will determine the IC amount for uncollectibles for each bill day by multiplying the total current amount billed by the IC uncollectible factor rounded up to the nearest 1/1000th (as determined in Section 8.3.5A1 and Section 8.3.5A2 below). |
| 1. | To determine the IC uncollectible factor, except for the initial three months that bill processing service and/or private line billing service is provided to the IC, the Telephone Company will determine from its records the dollar amount lawfully billed on final customer bills which, after standard collection efforts are completed, is added to its uncollectible (realized) accounts (uncollectible account) for bills rendered to end users in the most recent three month period. |
| a. | This uncollectible amount will include adjustments to account for any payments received by the Telephone Company for outstanding final customer bill amounts that pre-date the most recent three month period and deposits held by the Telephone Company for services provided to the end users where final customer bills have been rendered in that month. |
| b. | The uncollectible amount (including where necessary the IC's or its predecessor company's history of uncollectible to develop a full recent three month period) will be used by the Telephone Company in an uncollectible apportionment study to determine the realized uncollectible amount for each IC which is provided bill processing service and/or private line billing service by the Telephone Company for the most recent three month period. |

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8. Billing and Collection**8.3 Purchase of Accounts Receivable–Billing Service****8.3.5 Uncollectible Adjustment****A.1. (Continued)**

- c.** This realized uncollectible amount for an IC will be divided by the IC billed revenues for the three month period giving rise to the uncollectibles to develop the factor. This factor will be used by the Telephone Company for the next three months to determine the IC amount for uncollectibles. After the first three month period an adjustment will be made to the current IC uncollectible factor where differences between the previous quarter's estimated and realized uncollectible amounts are true-up in the first billing period of the current quarter. For example, April would include a true-up for January through March.
- 2.** When an IC orders bill processing service and/or private line billing service, the IC at the time such service is ordered shall provide to the Telephone Company a two year history if its or its predecessor company's uncollectibles. This history of uncollectibles shall indicate by month its total amounts billed and its uncollectible amounts. The Telephone Company will use these data to develop the IC uncollectible factor for the first three months. To the extent that such IC or its predecessor company data do not exist, then the IC uncollectible factor for the first three month period will be determined on an individual case basis.
- a.** The IC uncollectible factor developed either from IC history or on an individual case basis will be used to determine the IC amount for uncollectibles for the first three month period.

8.3.6 Payments of Net Purchase Amount to the IC

- A.** The Telephone Company will purchase account receivables from the IC on each end user bill day for an amount (purchase amount) which equals the total current amount billed (refer to Section 8.3.2) after known adjustments (refer to Section 8.3.3) have been made.
- B. Payment Remittance—** On the payment date determined by the average customer payment availability date unique to each state, except as provided herein, the Telephone Company will remit payment to the IC for the purchase amount less additional adjustments as set forth in Section 8.3.3A and Section 8.3.4 (net purchase amount) received by the Telephone Company prior to the payment date. Payment will be made in immediately available funds.
 - 1.** If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for the net purchase amount will be due to the IC as follows.
 - a.** If such payment date falls on a Saturday, Sunday or on a Holiday which is observed on a weekday, the payment date shall be the first business day following such Saturday, Sunday or Holiday.

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8. Billing and Collection**8.3 Purchase of Accounts Receivable–Billing Service****8.3.6 Payments of Net Purchase Amount to the IC****C. Late Payment Penalty**

1. If any portion of the net purchase amount is not received by the IC by the payment date, or if any portion of the net purchase amount is received by the IC in funds which are not immediately available to the IC, then a late payment penalty shall be due the IC. The late payment penalty shall be the portion of the net purchase amount not received by the payment date times a late factor. Any late payment penalty will be included with the next Telephone Company payment to the IC. The late factor shall be either of the following, whichever is the lesser.
 - a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Telephone Company provides bill processing service and/or private line billing service to the IC, compounded daily for the number of days from the payment date to and including the date that the Telephone Company actually makes the payment to the IC or,
 - b. 0.0005 per day, compounded daily for the number of days from the payment date to and including the date that the Telephone Company actually makes payment to the IC.
2. If any adjustment that reduces an end user balance due is received by the Telephone Company from the IC after the date that a net purchase amount is due to the IC from the Telephone Company, then a late payment penalty shall be due to the Telephone Company. Any late payment penalty will be included with the adjustment made by the Telephone Company to the IC's total current amount billed. The late payment penalty shall be the adjustment amount times a late factor. The late factor shall be either of the following whichever is the lesser.
 - a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Telephone Company provided bill processing service and/or private line billing service to the IC, compounded daily for the number of days from the purchase of accounts receivable date to and including the date that the Telephone Company posts the end user account, or
 - b. 0.0005 per day, compounded daily for the number of days from the accounts receivable date to and including the date that the Telephone Company posts the end user account.

New England Telephone and Telegraph Company

8. Billing and Collection**8.3 Purchase of Accounts Receivable–Billing Service**

8.3.7 Netting of IC Access Service Charges and Net Purchase Amounts	
A.	When a payment for IC access service charges under this tariff is due to the Telephone Company from the IC on the same payment date that a net purchase amount is due to the IC from the Telephone Company, the Telephone Company may, with at least a 31 days' notice to the IC, net the payment for IC access service charges with the net purchase amount.
1.	The Telephone Company will pay the net amount to the IC on the payment date when such net amount is due to the IC or require the IC to pay the Telephone Company the net amount when such net amount is due to the Telephone Company.
B.	If either party does not make the payment on the payment date, a late payment penalty (as set forth in Section 8.3.6 or Section 4.1.3), whichever is appropriate applies. Further, if on the date a net purchase amount is due to the IC from the Telephone Company and a payment for IC Access service charges under this tariff is past due, then the Telephone Company may net the past due amount plus appropriate late payment charges with the net purchase amount.
C.	Upon request from the IC, the Telephone Company will provide a copy of its methods and procedures used to determine the amounts named in Section 8.3 to the authorized representative of the IC who is responsible for auditing these amounts.

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8. Billing and Collection
8.4 Billing Service

8.4.1 General	
A.	The two types of billing service that the Telephone Company will provide are message billing service and private line billing service.
B.	At the request of an IC, the Telephone Company with reasonable notice and reasonable effort will provide Billing service. The Telephone Company will determine the amount of time needed for implementation on an individual case basis. The Telephone Company will not render bills under this tariff for the provision and/or delivery of telegrams, flowers, gifts, wine or other like services that an IC offers. The Telephone Company will not render bills for usage-based rate elements under Section 8.6. Usage-based rate elements will be billed as set forth in Section 8.5. Billing service will be provided by the Telephone Company, in its operating territory within Massachusetts.
1.	The minimum territory for which the Telephone Company will provide billing service is the state operating territory when the Telephone Company supplies the input records at the IC's request. When the IC supplies the input records, the Telephone Company will process the input records supplied by the IC as set forth in Sections 8.5 and 8.6.

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8. Billing and Collection

8.5 Message Billing Service

8.5.1 Ordering

Message billing service consists of message processing service and bill processing service.

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| A. | The Telephone Company will provide message billing service under a special order. For all message billing services, other than those specified in the following paragraph, the message billing service special order charge will apply for each special order. The format of this special order will be specified by the Telephone Company. |
| 1. | The Telephone Company will arrange with the IC to accept end user account information to establish and change end user account data (including credit card data), establish and change end user account rate elements and change end user balances due. An end user account activity special order charge will apply on each occasion that end user account data is received from the IC. Charges also apply depending upon the type of data to be changed. The methods, procedures and manner in which the end user account data and changes are forwarded to the Telephone Company must be agreeable to the Telephone Company. The charges to handle end user account activity special orders will be determined on an individual case basis. |
| B. | Minimum Period— The minimum period for which message billing service is provided and for which charges apply is one year. |
| 1. | If the IC orders message processing service and/or bill processing service for three or five years, then the minimum period and the period for which charges apply is that period ordered by the IC. A minimum period of one, three or five years, as ordered by the IC, applies for each additional period of service ordered. |
| 2. | If the service is discontinued prior to the end of the period ordered, monthly charges apply for each remaining month and fraction of a month. The monthly charge will be one-twelfth of the minimum yearly charge. |
| C. | Minimum Order Capacities and Minimum Yearly Charges— Message billing service is subject to minimum order capacities and minimum yearly charges as set forth in Section 8.5.9. |
| D. | Changes to Special Orders— When an IC requests changes to a pending special order for message billing service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new special order. A charge equal to any costs incurred by the Telephone Company because of the change will apply in addition to all cancellation charges as set forth in Section 8.5.1E for the canceled special order. |
| E. | Cancellation of a Special Order |
| 1. | An IC may cancel a special order for message billing service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the IC that the special order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. The service date for message billing service is the date the IC and the Telephone Company mutually agree the service date is to start. |

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8. Billing and Collection

8.5 Message Billing Service

8.5.1 Ordering	
E. (Continued)	
2.	When an IC cancels a special order for message billing service after the order date but prior to the start of service, a charge equal to the special order charges, program development costs and any nonrecoverable capital costs incurred by the Telephone Company will apply to the IC.

8.5.2 Message Processing Service	
A.	Message processing service is the transforming of the recorded IC call details into rated messages in preparation for billing. Message processing service includes initial data entry and rating of messages.
1.	Initial Data Entry is the assembly of recorded IC call details into IC messages. This function includes editing and verification of recorded details to assure that the data required for rating are present.
2.	Rating of IC Messages is the computing of applicable charges for each IC message based on the IC provided schedule of rates. Rating also includes the preparation of IC message detail for input to bill processing service, the IC or other entities. Further, rating is always performed and editing may be performed coincident with the implementation of a change in the IC's schedule of rates.

8.5.3 Bill Processing Service	
A.	The Telephone Company will provide bill processing service only on the condition that it purchase the accounts receivable, if any, from the IC as set forth in Section 8.3. Bill processing service is the preparation of bills for message billed service and bulk billed service, mailing of statements of the amounts due for service received from the IC and the collection of deposits and monies from the IC and the collection of deposits and monies due from the end users. Bill processing service includes the following items.
1.	Message Billed Service is a billing service for an end user account with an end user common line where individual IC messages are posted to the account and are listed on the bill rendered to the end user. Message billed service is also a billing service for an IC credit card end user account without an end user common line where individual messages or groups of messages are posted to the account and listed on the bill rendered to the end user.
2.	Bulk Billed Service is a billing service for an end user account where individual IC messages are not posted to the account and are not listed on the bill rendered to the end user.

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8. Billing and Collection

8.5 Message Billing Service

8.5.3 Bill Processing Service	
A. (Continued)	
3.	Message Billed and Bulk Billed Account Establishment is the preparation of an IC end user record so that a bill can be sent to that end user. An end user account is a record for message billed service or bulk billed service which has a unique name and address and billing identification number, assigned by the Telephone Company, to which a bill is rendered.
4.	Posting of Rated Messages and Rate Element is the processing for billing of rated messages. Posting also is the examination and identification of all the rateable elements specified by the IC to be billed to an end user. Application of appropriate IC rates and charges to all such rate elements is also included when requested by the IC. The rating may be performed when IC services are established or changed. Rating is always performed and editing may be performed coincident with the implementation of a change in the IC's schedule of rates.
5.	Rendering of Bills is the preparation and mailing of statements of the deposits and amounts due from the end user for IC message billed and bulk billed services. These statements may, at the Telephone Company choice, be included as part of the regular monthly bill for local Telephone exchange service mailed to the end user.
6.	Collection of Deposits
7.	Receiving Payments and Maintenance of Accounts is the collecting of monies from end users for services furnished by the IC and maintenance of records of all transactions.
8.	Treatment of Accounts is the forwarding of notices of delinquent or unpaid end user accounts, posting of credits and adjustments, and when necessary as determined by the Telephone Company, denial of the IC's services and/or local Telephone exchange services to an end user. Where local Telephone exchange service access is denied, access to IC service will also be denied.
9.	Message Investigation and Inquiry (when ordered by the IC). Message investigation is that activity undertaken by the Telephone Company to secure, or attempt to secure proper billing information for IC messages. Inquiry is the answering of end user questions about charges billed for IC services and application of credits and adjustments to end user accounts and review of IC messages removed from an end user's bill.

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8. Billing and Collection
8.5 Message Billing Service

8.5.4 Responsibility of the Telephone Company—Message Processing Service	
A.	Message processing service will be provided by the Telephone Company only for IC messages originating or recorded within the operating territory of the Telephone Company. The IC messages which the Telephone Company will process may be IC messages from recording service as set forth in Section 8.2, or at the direction of the IC, other IC messages which are chargeable in accordance with the rate schedule furnished by the IC. When message processing is ordered by an IC, the Telephone Company will process all of the IC messages it possesses in the state as set forth in the following conditions.
1.	Any sent-paid coin messages provided as input by the IC will be processed unless the IC specifies in writing that such IC messages are not to be processed. When such IC messages are processed, message processing charges will apply. When such messages are not processed they may not be included in any IC message detail provided to the IC.
B.	A record of IC call details is required to provide message processing service. Where an IC subscribes to recording service, those recorded details may be used as the input. Where the IC provides the call details, the records must be in the standard format established by the Telephone Company and delivered to the location specified by the Telephone Company.
1.	The data transmission from an IC location of message billing service detail or information charge applies if the IC data transmits its call details to the Telephone Company. If the IC provided records must be converted by the Telephone Company to the standard format, and the Telephone Company agrees to make the conversion, the program development charges apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge (as set forth in Section 8.2.9) applies in addition to all other charges for all such details converted by the Telephone Company.
2.	The Telephone Company will provide to the IC the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the involved ICs six months prior to the change. If the IC requests the IC provided call details be reprocessed by the Telephone Company because of an IC error, the Telephone Company will reprocess the IC provided call details and the appropriate charges for message billing service.
C.	The Telephone Company will develop the IC's schedule of rates and charges into a rating program.
D.	Upon acceptance by the Telephone Company of a special order for message processing service from an IC, the Telephone Company will determine the period of time to implement such service on an individual request basis.

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8. Billing and Collection
8.5 Message Billing Service

8.5.4 Responsibility of the Telephone Company–Message Processing Service	
E.	Changes in the rate levels of IC charges to be billed will normally be implemented within 30 days after receipt of a special order from the IC. Such changes will require modifications of the rating program.
1.	If any message detail must be reprocessed in order to apply the rate changes, the appropriate message processing service and additional message processing service charges apply for all IC messages reprocessed.
F.	Changes in the rate structure for IC service to be billed also require a change in the rating program. When the Telephone Company determines that it can accommodate the changes, the conditions and the period of time required to make such changes will be determined on an individual request basis. If any IC message detail must be reprocessed in order to apply the rate structure changes, the appropriate message processing service and additional message processing service charges apply for all IC messages reprocessed.
G.	Where the Telephone Company has rated IC messages which are to be billed to an end user by another exchange telephone company, the Telephone Company will enter the IC messages on a data file which can be used for data transmission of the details. When the IC has so arranged with an involved exchange telephone company, the Telephone Company will transmit the rated IC message details to such other exchange telephone company for billing to end users in its operating territories. When the IC does not have billing arrangements for an exchange telephone company, rated IC messages for such an exchange telephone company will be delivered to the IC. The data transmission of rated IC message detail between other exchange telephone company locations charges apply to rated IC messages that are data transmitted to the other exchange telephone companies. The data transmission to an IC or an IC authorized party location of rated IC message details charges apply to rated IC messages that are delivered to the IC. When the IC message details are data transmitted to the IC location, the data transmission charges will be determined on an individual case basis.
H.	Where the rates for IC services have been implemented under an accounting order pending final approval from a regulatory agency, the Telephone Company will, upon written request from the IC, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.

(D)

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8.5 Message Billing Service

8.5.4 Responsibility of the Telephone Company–Message Processing Service	
I.	The Telephone Company will, upon request, provide the IC the rated IC message detail. The rated IC message detail will be provided on a request-by-request basis in a format similar to that used by the Telephone Company as input to bill processing service. All rated IC message detail available to the Telephone Company will be provided to the IC. The rated IC message detail will not be sorted to furnish detail by specific end users, groups of end users, by office or by location.
1.	The Telephone Company will provide the IC detail in electronic format. When electronic format is provided, the provision of rated IC message detail charges apply. (C)(D)
2.	The electronic format will be data transmitted to an IC location. The data transmission charges will be determined on an individual case basis. (D)(C)
J.	If the IC makes a request within 30 days of the date the IC details were initially made available to the IC, the Telephone Company will make every reasonable effort to recover the IC detail and make it available again to the IC. The provision of rated IC message detail charges will apply for all such IC detail provided. When the IC details are data transmitted to an IC location, the data transmission charges will be determined on an individual case basis.
K.	IC messages which the Telephone Company processes that cannot be rated in accordance with the IC rate schedule will be reviewed by the Telephone Company message investigation groups. At the request of the IC, the unrated IC messages will be reviewed for unauthorized use of the IC service by Telephone Company message investigation groups for a period of up to 90 days after the IC message was processed. Upon completion of the review, rated IC messages will be delivered to the IC or to bill processing service per IC request.
1.	Unrated messages will be handled in accordance with instructions that have been mutually determined by the Telephone Company and the IC. The provision of rated IC message detail, bill processing service and additional bill processing charges apply as appropriate.
L.	Program development changes apply for the hours required to design, develop, test and maintain any necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the IC services. Program development charges also apply to convert IC provided rated messages to the Telephone Company standard format.

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8. Billing and Collection
8.5 Message Billing Service

8.5.5 Responsibility of the Telephone Company–Bill Processing Service	
A.	When bill processing service is ordered by an IC the Telephone Company will establish and maintain end user accounts and prepare and render bills for all IC messages, bulk billed messages and related rate elements it possesses for the state as set forth in this section. The Telephone Company will not establish an end user account with any IC balance due.
1.	In addition the Telephone Company will in accordance with Telephone Company deposit regulations, determine and collect a deposit from the end user. The Telephone company will provide the IC a copy of its service deposit regulations upon request from the IC.
B.	The Telephone Company will provide bill processing service for message billed service, bulk billed service and related rate elements which are posted to end user accounts located within the operating territory of the Telephone Company only. The Telephone Company will separate the rated IC messages into a message billed group and a bulk billed group for the applications of rates.
C.	At the request of the IC, the Telephone Company will prepare and distribute IC credit cards by First Class US Mail. The Telephone Company will assign the credit card number and will mark its records and files to show that an end user has been issued an IC credit card.
1.	The Telephone Company will specify the information it requires to issue a credit card and the format to be used by the IC in furnishing such information. The credit card issuance charges apply. Plastic coated paper cards will be distributed unless the IC requests another type of card be provided. Charges to prepare and distribute other such cards will be developed on an individual case basis.
2.	When it becomes necessary as determined by the Telephone Company, to change the credit card number or discontinue the billing of credit card calls to an end user account because of nonpayment of charges or unauthorized use of Telephone Company and IC service offerings, the Telephone Company will notify the IC. The Telephone Company will provide the IC the credit card number, associated end user account name and billing address for the credit card number change or billing discontinued.
3.	All charges for calls associated with such a discontinued credit card after the IC has been notified, will become the responsibility of the IC. End user questions concerning the issuing of IC credit cards will not be handled by the Telephone Company.

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8. Billing and Collection
8.5 Message Billing Service

8.5.5 Responsibility of the Telephone Company–Bill Processing Service	
D.	Rated IC messages are required to provide bill processing service. If the IC subscribes to message processing service, the rated IC messages may be used as the input. If the IC provides the rated IC messages, those IC messages must be in the standard format established by the Telephone Company and delivered to the location specified by the Telephone Company. The data transmission from an IC location of message billing service detail or information charges apply if the IC data transmits its rated message data to the Telephone Company.
1.	Such IC provided rated message data must identify the end user account to be billed. If the IC provided rated messages must be converted by the Telephone Company to the standard format and the Telephone Company agrees to make the conversion, program development charges apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge (as set forth in Section 8.2.9) applies in addition to all other charges for all such rated IC messages converted by the Telephone Company.
2.	The Telephone Company will provide to the IC the precise details of the required format. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will notify the involved ICs six months prior to the change. If the IC requires the IC provided rated IC messages be reprocessed by the Telephone Company because of an IC error, the Telephone Company will reprocess the IC provided rated IC messages and the appropriate charges will apply.
E.	For end user accounts in its operating territory where the IC has ordered bill processing service, the Telephone Company will bill all rated IC messages provided by the IC. The bill format will be determined by the Telephone Company.
F.	Upon acceptance by the Telephone Company of a special order for bill processing service from an IC, the Telephone Company will determine the conditions and the period of time to implement such service on an individual case basis.
G.	The Telephone Company will provide bill processing service only on the condition that it purchase the accounts receivable from the IC as set forth in Section 8.3.
H.	The Telephone Company will not provide any information related to bill processing service accounts or IC messages under this section. Bill processing services information may be obtained in Section 8.11.

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8. Billing and Collection
8.5 Message Billing Service

8.5.5 Responsibility of the Telephone Company–Bill Processing Service	
I.	The Telephone Company will at the option of the IC, provide message billed bill processing service with or without inquiry and bulk billed bill processing service with or without inquiry.
1.	When the Telephone Company provides inquiry, the Telephone Company will be responsible for contacts and arrangements with the IC's end users concerning the billing, collecting, crediting and adjusting of the IC service charges, except prior IC balances due from end users, in accordance with written instructions furnished by the IC. At the request of the IC when the IC has ordered inquiry, the billed IC messages which are removed from an end user's bill in accordance with IC inquiry instructions may be reviewed for unauthorized use of IC service by Telephone Company message investigation groups for a period of up to 90 days after the billed IC message has been removed from an end user's bill. For any billed IC messages removed from an end user's bill in accordance with IC inquiry instructions, the Telephone Company will make appropriate adjustments to the IC's accounts receivable. Inquiry will only be provided when the IC is provided bill processing service at the same time for the same state operating area.
2.	When the Telephone Company provides bill processing service without inquiry, all contracts from IC end users concerning the IC billed amounts will be referred to the IC, and the Telephone Company will only be responsible for contracts with the IC's end users concerning the collection of charges, except prior IC balances due from end users.
3.	When the IC orders message billed bill processing service or bulk billed bill processing service without inquiry, the IC may order message investigation service. At the request of the IC, billed IC messages which are removed from an end user's bill may be referred to the Telephone Company to be reviewed for unauthorized use of IC service by Telephone Company message investigation groups for a period of up to 90 days after the billed IC message has been removed from an end user's bill.
J.	The Telephone Company will accept IC gift certificates which are negotiable instruments for payment from end users. The format of the gift certificate must be acceptable to the Telephone Company. Gift certificates accepted for payment are applied to the total amount due on the end user's bill.
K.	Rated IC messages input to bill processing service which the Telephone Company cannot bill for any reason will be reviewed by the Telephone Company's message investigation groups. Upon completion of the review, the billable messages will be posted and the appropriate bill processing and additional bill processing service charges will apply. Unbillable messages will be handled in accordance with instructions that have been mutually determined by the Telephone Company and the IC. At the request of the IC, the end user will be reviewed for unauthorized use of IC service by Telephone Company message investigation groups for a period of up to 90 days after the rated IC message was processed.

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8.5 Message Billing Service

8.5.5 Responsibility of the Telephone Company–Bill Processing Service	
L.	The Telephone Company will post rated IC messages to appropriate end user account when it identifies an IC message to be billed to an end user. The Telephone Company will mark the appropriate end user account when an IC credit card is issued to an end user. The Telephone Company will bill to an end user other IC message billed service charges such as provision of a credit card, issuing of a credit card, blocking of third number billing, time and rate charges and subscription charges when it receives an order for such services from an IC.
1.	Other IC message related charges such as directory assistance and DIAL-IT charges will be billed to the end user based on IC message data received from message processing service or from the IC.
M.	The Telephone Company will establish an end user account for IC bulk billed service when it receives an order from an IC to perform such activity for a specific end user and will bill IC bulk billed charges to the end user. The Telephone Company will bill other IC bulk billed rate elements such as provision of a bulk billed service access line, installation of an access line and provision of an access line extension, when it receives a special order for such services from an IC. Other IC message related charges for bulk billed service, such as directory assistance and DIAL-IT charges, will be billed to the end user based on IC message data received from message processing service or from the IC.
N.	The Telephone Company will make adjustments to end user balances due when it receives an order from the IC to perform such activity. End user account activity charges will apply.
O.	Program development charges will apply for the hours required to design, develop, test and maintain any necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the IC services. Program development charges also apply to convert IC provided rated messages to the Telephone Company standard format.
P.	Where the rates for IC services have been implemented under an accounting order pending final approval from a regulatory agency, The Telephone Company will upon written request from the IC, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.

8.5.6 Liability of the Telephone Company
Notwithstanding Section 2.3.2, the Telephone Company liability for Message Billing Service is as follows.

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8. Billing and Collection
8.5 Message Billing Service

8.5.6 Liability of the Telephone Company	
A.	If bill processing service detail is not available because the Telephone Company lost or damaged records or incurred processing system outages, the Telephone Company will attempt to recover the lost IC detail. If the lost IC detail cannot be recovered and the Telephone Company recorded the details, the IC detail will be estimated and the extent of the Telephone Company's liability for damages will be limited as set forth in Section 8.2.3. If the lost IC detail cannot be recovered and the IC provided the detail, the IC will be requested to re-supply the detail as provided for in Section 8.5.7.12. If the IC cannot resupply the detail, the detail will be estimated and the extent of the Telephone Company's liability for damages will be limited as set forth in Sections 8.2.3A and 8.2.3B. This estimated detail will be included in the message detail provided to the IC when the IC orders such service and any estimated IC messages will be billed.
B.	When the Telephone Company is notified that, due to its error or omission, incomplete IC detail has been provided to an IC (as set forth in Section 8.5.4 and in Section 8.11), the Telephone Company will make every reasonable effort to recover and provide the IC detail to the IC at no additional charge. Such request to recover the IC detail must be made within 30 days from the date the IC detail was initially made available to the IC. If the detail cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in Section 8.2.3A and 8.2.3B.
C.	If the Telephone Company finds, or is notified of a Telephone Company error in billing to an end user, it will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by law. If the error is caused by the Telephone Company and the Telephone Company cannot timely bill the proper end user, the extent of the Telephone Company's liability for damages will be limited as set forth in Section 8.2.3A and 8.2.3B.
D.	In the absence of willful misconduct, no liability for damages to the IC or other person or entity other than as set forth in the preceding paragraphs shall attach to the Telephone Company for its action or the conduct of its employees in providing message billing service.

8.5.7 Responsibility of the IC	
A.	The IC shall order message billing services under special order. At the time message processing service and/or bill processing service is initially ordered, the IC shall order the service for one, three or five years. Thereafter, upon six months written notice, additional service may be ordered for one, three or five years.

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8.5 Message Billing Service

8.5.7 Responsibility of the IC	
B.	Not later than six months prior to the end of an order period, the IC shall notify the Telephone Company in writing if any service is to be discontinued at the end of the period.
1.	If no notice is received from the IC, the Telephone Company will automatically extend the services of capacity provided. The IC will be notified by the Telephone Company when such an extension is made. All appropriate charges for another year will apply, and the minimum charges will be based on the most recent twelve months of message capacity and/or bill capacity provided.
C.	The IC shall furnish all information necessary for the Telephone Company to provide the message billing service, including any per month service charges applicable to an end user and an affidavit that states whether the IC service is subject to any Federal taxes and/or State taxes. When IC messages are to be billed by an entity other than the Telephone Company, the IC shall furnish written instructions as to how the rated IC messages are to be provided to that other entity. If the IC does not furnish complete instructions, all resulting unbillable messages will be delivered to the IC. The information shall be furnished by the IC in a timely manner.
D.	The IC shall furnish to the Telephone Company a written schedule of its rates and charges in sufficient time to allow the Telephone Company to establish a rating program. The IC's rate structure must be consistent with established Telephone Company rating methodologies. The interval required to establish a rating program must be mutually agreeable to the Telephone Company and the IC.
E.	The IC will immediately redeem all IC gift certificates the Telephone Company receives in payment for any end user charges. The IC agrees to use a gift certificate format which is agreeable to the Telephone Company.
F.	The IC agrees to permit the Telephone Company to, when necessary in accordance with Telephone Company deposit regulations, determine and collect deposits from all end users of the IC's services for which the Telephone Company provides billing for the IC. The IC will notify its end users through its tariffs or other means that the Telephone Company will when necessary in accordance with Telephone Company deposit regulations, determine and collect deposits. The IC will also include in its tariff and service arrangements and obtain regulatory concurrence for the Telephone Company deposit regulations that the Telephone Company will use to determine and collect end user service deposits.
G.	When the IC desires that a credit card be issued by the Telephone Company for an end user, the IC shall furnish the credit card information as specified by the Telephone Company. The information shall include a statement from the IC that the end user has requested the credit card. When the IC is notified by the Telephone Company that an IC credit card billing is discontinued, the IC shall notify the appropriate end user. The IC also agrees to be responsible for all charges to the discontinued credit card after receipt of notice of discontinuance and all charges to an IC credit card where the end user states in writing to the Telephone Company that the end user did not request the credit card.

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8. Billing and Collection
8.5 Message Billing Service

8.5.7 Responsibility of the IC	
H.	Bill Processing Service
1.	When the IC orders bill processing service, it shall authorize the Telephone Company in writing to deny service to end users for nonpayment. If that authorization is not received, bill processing service will not be provided.
2.	When the IC orders message billed or bulk billed bill processing service with inquiry, the IC shall furnish to the Telephone Company written instructions, which are agreeable to the Telephone Company, for the handling of end user questions about bills. When the IC orders message billed or bulk billed bill processing service without inquiry, the IC shall furnish the Telephone Company with written instructions as to where inquiries are to be referred.
3.	When bill processing service is ordered, the IC shall furnish the Telephone Company, for each year ordered, an estimate of the number of message billed and/or bulk billed messages (bill capacity) for which billing is to be provided. Separate estimates shall be furnished by the IC for message billed messages and bulk billed messages. The capacity estimate for Inquiry for each year shall be the same as that for message billed and/or bulk billed messages for the same service period.
4.	When the IC does not order inquiry service and desires credit adjustments be made to the end user balance due, the IC shall furnish a statement for each end user account where the credit is desired. The IC agrees to use a statement format which is agreeable to the Telephone Company. These statements shall show the IC message, the date the IC message was billed and the amount of the credit. These statements shall be furnished to the Telephone Company under an end user account activity special order charge. In addition an end user account establishment and change charge will apply per account. The IC shall notify its end users through its tariff or other appropriate means when the IC handles the bill inquiries.
5.	When the IC orders message investigation service, the IC shall furnish the Telephone Company with written instructions for those messages to be investigated and in a statement format which will meet administrative and operational requirements of the Telephone Company for message investigation. Message investigation service charges will apply.
6.	The IC may order inquiry for a service period that is different from that for bill processing. However, the IC shall not order inquiry unless it also has ordered bill processing service for the same period within the same jurisdiction.
7.	When the IC furnishes rated IC message detail for bill processing service, it shall be responsible to deliver the detail to the location specified by the Telephone Company and it shall retain a copy of the detail furnished for at least 90 days.
8.	The IC shall be responsible for all balances due from end users that exist prior to ordering bill processing service.

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8. Billing and Collection
8.5 Message Billing Service

8.5.7 Responsibility of the IC	
H.	(Continued)
9.	The IC shall be responsible for all contacts and arrangements, including prior IC balances due from end users, with its end users concerning the provision and maintenance of the IC's service.
I.	Message Processing Service
1.	When message processing service is ordered, the IC shall furnish the Telephone Company, for each year ordered, an estimate of the number of messages (message capacity), including those messages which will be bulk billed, to be processed.
2.	When the IC furnishes recorded IC detail for message processing service, it shall be responsible to deliver the detail to the location specified by the Telephone Company and it shall retain a copy of the detail furnished for at least 90 days.

8.5.8 Audit Provision	
A.	Upon written notice by the IC to the Telephone Company, the IC shall have the right through its authorized representative to examine and audit on Telephone Company premises, during normal business hours and at reasonable intervals determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the amount payable to the IC.
1.	All information received or reviewed by the IC or its authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.
2.	Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or the audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such rights appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

8.5.9 Minimum Order Capacities and Minimum Yearly Charges	
The minimum order capacities are the message capacity and bill capacity specified as follows; whichever is higher, shall apply.	

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8. Billing and Collection

8.5 Message Billing Service

8.5.9 Minimum Order Capacities and Minimum Yearly Charges	
A.	Message Processing Service— The message capacity ordered by the IC for any year in a three or five year order for message processing service shall not be lower than 25% of the largest message capacity ordered for any year in a three or five year order.
1.	The minimum yearly charge is the product of the message capacity per year furnished by the IC as set forth herein and in Section 8.5.7I and the appropriate message processing service rate times 0.9. The appropriate rate is the message processing service rate for the specific year period ordered.
2.	The minimum yearly charge is the difference of the message capacity per year furnished by the IC as set forth herein and in Section 8.5.7I and the year allowance times the appropriate message processing service rate. The year allowance will be determined by the Telephone Company and will be the total IC message for all ICs processed by the Telephone Company in the calendar year prior to the year for the minimum yearly charge times 0.05. The appropriate rates is the message processing service rate for the specific year period ordered.
B.	Bill Processing Service— The bill capacity ordered by the IC for any year in a three or five year order for Bill Processing service shall not be lower than 25% of the largest bill capacity ordered for any year in a three or five year order.
1.	The minimum yearly bill capacity for message billed messages and bulk billed messages will be determined separately based on the estimates the IC furnishes as set forth in Section 8.5.7I. The minimum yearly charge for message billed messages and bulk billed messages will be determined separately based on the estimates the IC furnishes as set forth herein and in Section 8.5.7I. The minimum yearly capacity ordered for each year for Inquiry shall be the same as that for message billed and or bulk billed messages for the same service period.
2.	The minimum yearly charge is the product of the message billed bill capacity and/or bulk billed bill capacity per year furnished by the IC as set forth herein and Section 8.5.7I and the appropriate bill processing service message billed and/or bulk billed rate times 0.9. The appropriate bill processing service message billed rate is the average of the message billed rates for the specific message billed service year period ordered. The appropriate bill processing service bulk billed rate is the bulk-billed rate for the specific bulk billed service year period ordered.

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8. Billing and Collection
8.5 Message Billing Service**8.5.9 Minimum Order Capacities and Minimum Yearly Charges****B. (Continued)**

3. The minimum yearly charge is the difference of the message billed bill capacity plus the bulk billed bill capacity for the year furnished by the IC as set forth herein and in Section 8.5.71 and the year allowance times the appropriate bill processing service message billed or bulk billed rate. The minimum yearly charge for message billed messages and bulk billed messages will be determined separately based on the estimates the IC furnishes as set forth herein and in Section 8.5.71 and a prorate of the allowance. The allowance will be prorated using the ratio of the message billed bill capacity furnished by the IC to the bulk billed bill capacity furnished by the IC for the year for which the minimum yearly charge is determined. The year allowance will be determined by the Telephone Company and will be the total IC messages for all ICs billed by the Telephone Company in the calendar year prior to the year for the minimum yearly charge times 0.05. The appropriate bill processing service message billed rate is the average of the message billed rate for the year period ordered. The appropriate bill processing service bulk billed rate is the bulk billed rate for the year period ordered.
4. **Inquiry—** The minimum yearly charge for message billed inquiry and bulk billed inquiry will be determined separately. The minimum yearly charge for message billed inquiry is the product of the message billed bill capacity for the year furnished by the IC as set forth herein and in Section 8.5.71 and the appropriate message billed inquiry rate times 0.9.
 - a. The minimum yearly charge will be determined for the year by using the message billed bill capacity or the bulk billed bill capacity less a prorate of the year allowance times the appropriate inquiry message billed or bulk billed inquiry rate. The pro-rate of the allowance will be the same as that set forth in 8.5.9B3.
 - b. The minimum yearly charge for bulk billed inquiry is the product of the bulk billed bill capacity for the year furnished by the IC as set forth herein and in Section 8.5.71 and the appropriate bulk billed inquiry rate times 0.9. The appropriate message billed inquiry rate is the average of the bill processing service message billed inquiry rates for the year period ordered. The appropriate bill processing service bulk billed inquiry rate is the bulk billed inquiry rate for the year period ordered.

8.5.10 Application of Rates and Charges

- A. Rates and charges for message billing services apply on a per state basis. The message processing and bill processing service message charges apply during the yearly periods ordered by the IC. The Telephone Company will not initiate rate changes to the message processing service charges or the bill processing service charges that apply to the IC order during the yearly periods for that specific order.

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8.5 Message Billing Service

8.5.10 Application of Rates and Charges	
B.	Message Processing Service
1.	When message detail is data transmitted to or received from an exchange telephone company location by the Telephone Company, a data transmission of rated IC message detail between other exchange telephone company locations charge on a per record basis will apply. The Telephone Company will determine this charge based on its count of the records transmitted. A record is a logical grouping of information as described in the program that processes the information and loads the data file used to supply the message detail which is data transmitted. (D)
2.	When message detail is data transmitted to or received from an IC location by the Telephone Company a data transmission to an IC or an IC authorized party location of rated IC message details charge and/or a data transmission from an IC location of message billing service detail or information charge on a per record basis will apply. The Telephone Company will determine this charge based on its count of the records transmitted and/or received.
3.	When message detail is entered on a data file the per record charge applies for each record processed. The Telephone Company will determine the charges based on the number of data files prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the data file whichever number of records is higher. (D)
4.	For each IC message processed between the message capacity ordered and the allowance (i.e. 110% level or order plus allowance level, whichever applies), the appropriate message processing service rate will apply. (D)
5.	During any yearly period in which the actual IC messages processed exceeds the message capacity, additional charges apply. For each IC message process that exceeds [a] 110% of the message capacity ordered for the year or, [b] the message capacity ordered plus the year allowance (whichever is lower), the additional message processing charge will apply in addition to the appropriate message processing service charge. The year allowance is the quantity determined as set forth in Section 8.5.9. (D)
6.	Program development charges apply for the hours required to design, develop, test and maintain any necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the IC services. Program development charges also apply to convert IC provided rated messages to the Telephone Company standard format. The Telephone Company will keep a count of basic and premium hours and fraction thereof used by Telephone Company personnel to provide program development and will bill the IC in accordance with these records. The hours for each service ordered will be summed and then rounded to the next highest hour.

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8.5 Message Billing Service**8.5.10 Application of Rates and Charges****C. Bill Processing Service**

1. The bill processing service rates apply for bill processing service for an IC message billed service depending on the total (i.e., sum of interstate and intrastate IC messages) number of messages billed for an end user account per month. The rate for the largest number of IC messages billed for the end user account in a month will be used to determine the bill processing service charges for that end user account for the month. The Telephone Company will determine the charges based on its count of IC messages billed each bill day to an end user account. The rate groups are, 1 to 10 messages per month, 11 to 100 messages per month, 101 to 600 messages per month, and Over 600 messages per month.
2. For each IC message billed between the message capacity ordered and the allowance (i.e. 110% level or order plus allowance level, whichever applies), the appropriate bill processing service rate will apply.
3. During any yearly period in which the actual IC messages billed exceeds the message capacity, additional charges apply. For each message billed or bulk billed IC message processed that exceeds [a] 110% of the message billed or bulk billed bill capacity ordered or, [b] the bill capacity plus the prorated allowance (whichever is lower). The additional bill processing charge will apply in addition to the appropriate bill processing service charges. The prorated allowance is the quantity determined as set forth in Section 8.5.9B3.
4. If Inquiry is provided an additional bill processing charge will apply for the same capacity that additional charges apply for message billed or bulk billed messages.
5. The message billed service charge applies each month that one or more IC messages or related rate elements are billed to an end user. When both interstate and intrastate IC messages are billed by the Telephone Company to the end user on the same bill for the IC, the message billed service charge times 0.5 applies each month. When more than one copy of the end user bill is provided to the end user, the message billed service charge applies for each additional copy of the end user bill provided.
6. The message billing service special order charge applies for each special order for message billing services, other than establishment of or changes to end user account data (including credit card data), establishment of or changes to end user account rate elements and changes to end user balances due, accepted by the Telephone Company.
7. For the purpose of determining the charges applicable to bulk billed service, a bulk billed message is an IC message which is used by the Telephone Company to develop the IC bulk billed charge.
8. A bulk billed service charge applies each month that one or more bulk billed charges are billed to an end user. When both interstate and intrastate IC bulk billed charges are billed by the Telephone Company to the end user on the same bill for the IC, the bulk billed service charge times 0.5 applies each month. When more than one copy of the end user bill is provided to the end user, the bulk billed service charge applies for each additional copy of the end user bill provided.

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8.5 Message Billing Service

8.5.10 Application of Rates and Charges	
C. (Continued)	
9.	The end user account activity charges apply whenever an IC orders that end user account data be established or changed.
a.	The end user account activity special order charge applies whenever the IC furnishes to the Telephone Company end user account information that establishes or changes the information, rates or balance due associated with an end user account.
b.	The end user account rate element rate level change charge applies whenever the IC furnished information is used by the Telephone Company to change an end user account rate element rate level. The charge applies for each end user account rate element rate lever changed per account.
c.	The end user account establishment and change charge applies whenever IC furnished information is used by the Telephone Company to establish or change end user account data or rate elements, or balances due, except for information to change end user account rate element rate levels or rate structures. The end user account establishment and change charge does not apply when an IC credit card is listed on a message billed account associated with an end user common line and does not apply for any subsequent preparation or distribution of an IC credit card. The end user account establishment and change charge does not apply when rated IC messages are posted to a message billed account associated with an end user common line.
d.	The end user account rate element rate structure change charge applies whenever IC furnished information is used by the Telephone Company to change end user account rate element rate structure. The charges for this service will be determined on an individual case basis.
10.	The IC, at its option may order additional capacity for Inquiry and capacity required to process and/or bill the additional message subject to the minimum period and minimum yearly charges as set forth in Sections 8.5.1B. When more than one order exists at the same time for an IC, the rates for Inquiry, IC messages processed and/or billed that exceed the total inquiry, message and/or bill capacity respectively, for all existing orders will be the appropriate rates for the most recent order, plus the appropriate additional bill processing and additional message processing charges for the most recent order.
11.	When the Telephone Company receives an order from the IC to issue one or more IC credit card(s) to an end user, special order and credit card issuance preparation and distribution charges apply. If the IC requests another card to be issued for any reason, the preparation and distribution charges apply. If for any reason the IC requests a change to be made in the credit card information maintained on an end user account by the Telephone Company, including the marking of the account to show issuance of a credit card by the IC or discontinuance of an existing card, and the IC does not request the distribution of the credit card, only the preparation charge applies. The Telephone Company will determine the charges based on its record of the special orders to prepare and distribute IC credit cards received from the IC.

New England Telephone and Telegraph Company

8. Billing and Collection
8.5 Message Billing Service

8.5.10 Application of Rates and Charges**C.** (Continued)

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| 12. | The message investigation service rates apply for message investigation service. The Telephone Company will determine the charges based on its count of IC messages billed each day to an end user account under bill processing service, message billed processing. |
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New England Telephone and Telegraph Company

8. Billing and Collection

8.6 Private Line Billing Service

Private Line Billing service includes: Editing and Rating, Account Establishment, Rendering of Bills, Receiving Payments, Maintenance of Accounts, Treatment of Accounts and Inquiry.

8.6.1 Description	
A.	The Telephone Company will provide private line billing service only for those IC private line services for which the Telephone Company is providing special access service. The Telephone Company will not render bills for IC private line services for which it does not provide special access service even if they are connected at end user premises to IC private line services for which it does render bills.
B.	Editing and Rating— The examination and identification of all the rateable elements of an IC private line service and the application of the appropriate IC rates and charges to the service
1.	These functions are performed when private line services for an IC's end user are established or changed. Rating is always performed and editing may be performed coincident with the implementation of a change in the IC's schedule of rates.
C.	Account Establishment— The preparation of an IC end user record so that a bill can be sent to that end user.
D.	Rendering of Bills— The preparation and mailing of statements of the amounts due from end users for IC private line services. These statements may, at Telephone Company choice, be included as part of the regular monthly bill for local Telephone exchange service mailed to the end user.
E.	Receiving Payment and Maintenance of Accounts— The collecting of deposits and monies from end users for services furnished by the IC and maintenance of records of all transactions.
F.	Treatment of All Accounts— The forwarding of notices of delinquent or unpaid end user accounts, posting of credits and adjustments, and when necessary as determined by the Telephone Company, denial of the IC's special access service to the end user.
G.	Inquiry— The answering of end user questions about charges billed for IC services, application of credit adjustments to end user accounts and review of IC charges removed from an end user's bill. The Telephone Company will at the option of the IC provide private line billing service with or without inquiry.

8.6.2 Responsibility of the Telephone Company	
A.	Upon acceptance by the Telephone Company of a special order for private line billing service from an IC, the Telephone Company will determine the period of time to implement such service on an individual case basis.

New England Telephone and Telegraph Company

8. Billing and Collection

8.6 Private Line Billing Service

8.6.2 Responsibility of the Telephone Company	
B.	When private line billing service is ordered by an IC, the Telephone Company will establish and maintain private line accounts, edit and rate the billing detail, prepare and render bills, and maintain and treat the private line accounts (based on the rate and end user data supplied by the IC) at the rates and charges set forth for private line billing service.
C.	The Telephone Company will not establish a private line end user account with any IC balance due.
D.	The Telephone Company will in accordance with Telephone Company deposit regulations, determine and collect a deposit from the end user.
1.	The Telephone Company will provide the IC a copy of its service deposit regulations upon request from the IC.
E.	The Telephone Company will make adjustments to end user balances due when it receives an order from the IC to perform such activity. End user account activity charges will apply.
F.	Private line billing service records and end user accounts will be maintained by the Telephone Company in a standard format in order to identify the end user and bill the rateable elements.
1.	The Telephone Company will establish the format it will use to bill private line services and provide it to the IC. If, in the course of Telephone Company business, it is necessary to change these formats, the Telephone Company will notify the involved IC's six months prior to the change.
G.	The Telephone Company will develop the IC's schedule of rates and charges into a rating program.
H.	Changes in the rate levels of IC services to be billed will normally be implemented within 60 days after receipt of a special order from the IC. Such changes will require modifications of the rating program. Changes in the rate structure for IC services to be billed also require a change in the rating program. When the Telephone Company determines that it can accommodate the changes, the conditions and the period of time required to make such changes will be determined on an individual request basis.
I.	The Telephone Company will not provide any information related to private line billing service accounts under this section. Private line billing service information may be obtained as set forth in Section 8.11.

New England Telephone and Telegraph Company

8. Billing and Collection
8.6 Private Line Billing Service

8.6.2 Responsibility of the Telephone Company	
J.	When the Telephone Company provides inquiry, the Telephone Company will be responsible for contacts and arrangements with the IC's end users concerning the billing, collecting, crediting and adjusting of the IC service charges, except prior IC balances due from end users, in accordance with written instructions furnished by the IC.
1.	For any billed IC charges removed from an end user's bill in accordance with IC inquiry instructions, the Telephone Company will make appropriate adjustments to the IC's accounts receivable.
2.	Inquiry will only be provided for those end user accounts for which the IC has ordered private line billing service.
K.	When the Telephone Company provides private line billing service without inquiry, all contacts from IC end users concerning the IC billed amounts will be referred to the IC, and the Telephone Company will only be responsible for contacts with the IC's end users concerning the collection of charges, except prior IC balances due from end users.
L.	When the Telephone Company encounters bills which are to be rendered to end users or end user billing addresses not located in the Telephone Company's operating territory or in a state where private line billing service has not been ordered, such bills will be handled as follows.
1.	If the bill to the end user is for a service for which the Telephone Company provides a special access service to the IC and the IC has ordered the appropriate private line billing service, the Telephone Company will bill the end user.
2.	In all other situations, the bill will be delivered to the IC and the IC shall be responsible to furnish an accounts receivable adjustment to the Telephone Company as set forth in Section 8.3.
M.	The Telephone Company will accept IC gift certificates which are negotiable instruments for payment from end users. The format of the gift certificate must be acceptable to the Telephone Company. Gift certificates accepted for payment are applied to the total amount due on the end user's bill.
N.	Where the rates for IC services have been implemented under an accounting order pending final approval from a regulatory agency, the Telephone Company will, upon written request from the IC, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.
O.	The Telephone Company will provide private line billing services under a special order. For all private line billing services, other than those specified in Section 8.6.2P, the private line billing service special order charge will apply for each special order. The format of this special order will be specified by the Telephone Company.

New England Telephone and Telegraph Company

8. Billing and Collection
8.6 Private Line Billing Service

8.6.2 Responsibility of the Telephone Company	
P.	The Telephone Company will arrange with the IC to accept end user account information to establish and change end user account data), establish and change end user account rate elements and change end user balances due.
1.	An end user account activity special order charge will apply on each occasion that end user account data is received from the IC. Charges also apply depending upon the type of data to be changed.
2.	The methods, procedures and manner in which the end user account data and changes are forwarded to the Telephone Company must be agreeable to the Telephone Company. The charges to handle end user account activity special orders will be determined on an individual case basis.
Q.	If the IC requests the private line bills be reprocessed by the Telephone Company because of an IC error, the Telephone Company will treat the reprocessing as a rate level or rate structure change. Determination of whether the reprocessing is a rate level change or rate structure change will be made by the Telephone Company based on the end user account activity special order the Telephone Company receives from the IC. All appropriate charges will apply.
R.	Program development charges apply for the hours required to design, develop, test and maintain any necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the IC services.

8.6.3 Liability of the Telephone Company	
Notwithstanding Section 2.3.2, the Telephone Company liability for private line billing service is as follows.	
A.	If private line billing service detail is not available because the Telephone Company lost or damaged records or incurred processing system outages, the Telephone Company will estimate the lost IC detail based on previously received information.
1.	This estimated detail will be provided to the IC if the IC has ordered the appropriate billing information service as set forth in Section 8.11.
2.	If the above described events result in an inability to back bill end user charges, the IC's operating revenues will be credited as if the revenues were earned, and the IC's uncollectible revenues will be debited since the revenues will not be billed and collected.
3.	No adjustment to IC purchased accounts receivable or uncollectibles is required, as the charges were never billed. These unbillable revenues will not be considered in the study used to develop the IC's uncollectible factor.

New England Telephone and Telegraph Company

8. Billing and Collection
8.6 Private Line Billing Service

8.6.3 Liability of the Telephone Company	
B.	When the Telephone Company is notified that, due to its error or omission, incomplete IC detail has been provided to an IC (when such detail has been ordered as set forth in Section 8.11), the Telephone Company will make every reasonable effort to recover and provide the IC detail to the IC at no additional charge.
1.	Such request to recover the IC detail must be made within 30 days from the date the IC detail was initially made available to the IC.
2.	If the detail cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in 8.6.3A.
C.	If the Telephone Company finds, or is notified of a Telephone Company error in billing to an end user, it will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service.
1.	If the error is caused by the Telephone Company and the Telephone Company cannot timely bill the proper end user, the extent of the Telephone Company's liability for damages will be limited as set forth in 8.6.3A.
D.	In the absence of willful misconduct, no liability for damages to the IC or other person or entity other than as set forth in 8.6.3A, 8.6.3B and 8.6.3C, shall attach to the Telephone Company for its action or the conduct of its employees in providing private line billing service.

8.6.4 Responsibility of the IC	
A.	The IC shall order private line billing service under a special order.
B.	When private line billing service is ordered initially, the IC shall order the service for one year. Thereafter, upon six months written notice, additional service may be ordered for one, year at the applicable rates and charges.
C.	Not later than six months prior to the end of an order period, the IC shall notify the Telephone Company in writing if any service is to be discontinued at the end of the period.
1.	If no notice is received from the IC, the Telephone Company will automatically extend the service for an additional year, using the most recent twelve months of bill capacity provided.
2.	The IC will be notified by the Telephone Company when such an extension is made.
3.	All appropriate charges for another year will apply and the minimum charges will be based on the most recent twelve months of message capacity and/or bill capacity provided.
D.	When private line billing service is ordered, the IC shall furnish the Telephone Company, for each year in the order, an estimate of the number of bills (bill capacity) to be rendered each year.

New England Telephone and Telegraph Company

8. Billing and Collection
8.6 Private Line Billing Service

8.6.4 Responsibility of the IC	
E.	The IC shall furnish in the format specified by the Telephone Company all information necessary for the Telephone Company to provide the private line billing service, including an affidavit that states whether the IC private line service is subject to any Federal taxes and/or State taxes.
1.	When IC bills are rendered to locations not in the operating territory of the Telephone Company, the IC shall furnish an address where the bills are to be sent. If the IC does not furnish complete instructions, all undeliverable bills will be returned to the IC. The information shall be furnished by the IC in a timely manner.
F.	The IC shall furnish to the Telephone Company a written schedule of its rates and charges in sufficient time to allow the Telephone Company to establish a rating program.
1.	The interval required to establish a rating program must be mutually agreeable to the Telephone Company and the IC.
G.	When the IC orders private line billing service, it shall authorize the Telephone Company in writing to deny service to end users for non-payment. If that authorization is not received, private line billing service will not be provided.
H.	The IC shall be responsible for all contacts and arrangements, including prior IC balances due from end users, with its end users concerning the provision and maintenance of the IC's services.
I.	When the IC orders private line billing service with inquiry, the IC shall furnish to the Telephone Company written instructions, which are agreeable to the Telephone Company, for the handling of end user questions about bills.
J.	When the IC does not order inquiry service, the IC shall furnish the Telephone Company with written instructions as to where inquiries are to be referred. When the IC does not order inquiry service and desires credit adjustments be made to the end user balance due, the IC shall furnish a statement for each end user account where the credit is desired.
1.	The IC agrees to use a statement format which is agreeable to the Telephone Company.
2.	These statements shall show the rate element to be credited, the date the new element was billed and the amount of the credit. These statements shall be furnished to the Telephone Company under an end user account activity special order charge.
3.	In addition an end user account establishment and change charge will apply per account.
4.	The IC shall notify its end users through its tariff or other appropriate means when the IC handles the bill inquiries.
K.	The IC will immediately redeem all IC gift certificates the Telephone Company receives in payment for any end user charges. The IC agrees to use a gift certificate format which is agreeable to the Telephone Company.

New England Telephone and Telegraph Company

8. Billing and Collection
8.6 Private Line Billing Service**8.6.4 Responsibility of the IC**

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| L. | The IC agrees to permit the Telephone Company to, when necessary in accordance with Telephone Company deposit regulations, determine and collect deposits from all end users of the IC's services for which the Telephone Company provides billing for the IC. |
| 1. | The IC will notify its end users through its tariffs or other means that the Telephone Company will when necessary in accordance with Telephone Company deposit regulations, determine and collect deposits. |
| 2. | The IC will also include in its tariff and service arrangements and obtain regulatory concurrence for the Telephone Company deposit regulations that the Telephone Company will use to determine and collect end user service deposits. |

8.6.5 Audit Provision

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| A. | Upon written notice by the IC to the Telephone Company, the IC shall have the right through its authorized representative to examine and audit on Telephone Company premises, during normal business hours and at reasonable intervals determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the amount payable to the IC. |
| 1. | All information received or reviewed by the IC or its authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose. |
| 2. | Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or the audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such rights appears in a letter signed by the authorized representative of the party having such right and delivered to the other party. |

8.6.6 Minimum Period

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| A. | The minimum period for which private line billing service is provided and for which charges apply is one year. |
| 1. | A minimum period of one year applies for each additional period of service ordered. |
| 2. | When service is discontinued prior to the expiration of a minimum period, the minimum monthly charge is applicable for each month and fraction of month remaining in the minimum period. |

New England Telephone and Telegraph Company

8. Billing and Collection

8.6 Private Line Billing Service

8.6.7 Minimum Monthly Charges	
A.	During the initial year minimum period, there is a minimum monthly charge based on the IC's estimate of the number of bills to be rendered during that period.
1.	The minimum monthly charge is the bill rendering charge, for 75% of the monthly volume. The monthly volume is one-twelfth of the bill capacity ordered during the initial year.
2.	If the actual monthly volume during any consecutive three month period exceeds one-twelfth of the bill capacity ordered by 50% or more per month, a new minimum monthly charge will be established. The new charge is the bill rendering charge, for the monthly average of these actual volume used during those three months.
B.	During each additional yearly minimum period, the minimum monthly charge is the bill rendering charge, for the monthly average of the actual volume of bills rendered during the previous 12 months.
1.	If the actual monthly volume during any consecutive three month period exceeds the monthly average by fifty percent or more per month, a new minimum monthly charge will be established. The new charge is the bill rendering charge, for the monthly average of the actual volume used during those three months.

8.6.8 Cancellation of a Special Order	
A.	An IC may cancel a special order for private line billing service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the IC that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten days. The service date for private line billing service is the date the IC and the Telephone Company mutually agree the service date is to start.
B.	When an IC cancels a special order for private line billing service after the order date but prior to the start of service, a charge equal to the special order charges, program development costs and any nonrecoverable capital costs incurred by the Telephone Company will apply to the IC.

8.6.9 Changes to Special Orders	
A.	When an IC requests changes to a pending special order for private line billing service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new special order. A charge equal to any costs incurred by the Telephone Company because of the change will apply, in addition to all cancellation charges as set forth in Section 8.6.8 for the canceled special order.

New England Telephone and Telegraph Company

8. Billing and Collection

8.6 Private Line Billing Service

8.6.10 Application of Rates and Charges	
A.	The private line billing service special order charge applies for each special order for private line billing services, other than establishment of or changes to end user account data, establishment of or changes to end user account rate elements and changes to end user balances due, accepted by the Telephone Company.
B.	An end user account is a record for a private line billing service which has a unique name and address and billing number identification, assigned by the Telephone Company, to which a bill is rendered. The end user account activity charges apply whenever an IC orders that end user account data be established or changed. The charges apply as follows. 1. The End User Account Activity Special Order charge applies whenever the IC furnishes to the Telephone Company end user account information that establishes or changes the information, rates or balance due associated with an end user account. 2. The End User Account Rate Element Rate Level Change charge applies whenever the IC furnished information is used by the Telephone Company to change an end user account rate element rate level. The charge applies for each end user account rate element rate level changed per account. 3. The End User Account Establishment and Change charge applies whenever IC furnished information is used by the Telephone Company to establish or change end user account data or rate elements, or balances due, except for information to change end user account rate element rate levels or rate structures. The end user account establishment and change charge applies for each account established, rate element established, account changed, rate element changed and balance due changed. 4. The End User Account Rate Element Rate Structure Change charge applies whenever IC furnished information is used by the Telephone Company to change end user account rate element rate structure. The charges for this service will be determined on an individual case basis.
C.	The Bill Rendering charge applies each month that one or more charges is billed by the issuing of a statement to an end user account. When both interstate and state private line service charges are billed by the Telephone Company to the end user on the same bill for the IC, the bill rendering charge times 0.5 applies each month.
D.	Program Development charges apply for the hours required to design, develop, test and maintain any necessary programs including any programs to rate, change the rates of or change the rate structures of any rate elements associated with the IC services. 1. The Telephone Company will keep a count of the basic and premium hours and fraction thereof used by Telephone Company personnel to provide program development and will bill the IC in accordance with these records. The hours for each service ordered will be summed and then rounded to the next highest hour.

New England Telephone and Telegraph Company

8. Billing and Collection

8.7 Mechanized Bill Message Service

8.7.1	Description
A.	Mechanized bill message service consists of the Telephone Company printing IC developed mechanized bill messages, promotional messages, and other charge messages on the IC end user customer's invoice.
1.	The IC may change its message on a monthly billing cycle basis.
B.	Each mechanized bill message, which will appear on the first page of the IC's portion of the invoice, may contain up to ten lines of text with a maximum of 75 characters (including spacing and punctuation) per line.
1.	An IC may request that the first line only of a bill message be printed in bold print. If an IC chooses this option, the first line may not exceed forty characters.
C.	Promotional messages are limited to one line and a maximum of 50 characters.
D.	Other charge messages are limited to one line and a maximum of 50 characters.
E.	IC's shall transmit mechanized bill messages, promotional messages and other charge messages to the Telephone Company via the text file.
1.	Each month, the IC shall transmit up to 99 bill messages of which 11 can be new or changed, 999 promotional messages of which 75 can be new or changed, and 999 other charge messages of which 75 can be changed.

8.7.2	Review Process
A.	The IC shall submit its proposed mechanized bill messages, promotional messages and other charge messages to the Telephone Company at least 45 days in advance of the first day of the monthly billing cycle during which the IC wants the message to appear.
1.	Within 15 days of receipt of the messages, the Telephone Company shall notify the IC whether the messages have been approved.
2.	If any messages are not approved, the IC must re-transmit the entire text file to the Telephone Company within five days.
3.	The Telephone Company shall review the re-transmitted text file and notify the IC whether the messages have been approved within 10 days thereafter.
B.	The Telephone Company will not include on the IC end user customer's invoice any message that have not been approved by the Telephone Company at least 15 days before the beginning of the monthly billing cycle during which the mechanized bill message, promotional message and other charge message are scheduled to appear.

New England Telephone and Telegraph Company

8. Billing and Collection
8.7 Mechanized Bill Message Service

8.7.2 Review Process	
C.	In the event the Telephone Company does not approved a mechanized bill message, promotional message or other charge message, the Telephone Company will print a default message on the IC end user customer's invoice, provided the default message has been previously approved by the Telephone Company.
1.	A default message is a message designated by the IC for use on IC end user customer invoices in situations where an IC mechanized bill message, promotional message or other charge message has not been approved by the Telephone Company, where the IC has failed to properly indicate which message should appear on the IC end user customer's invoice or where the IC indicates that the default message should appear on the invoice.

8.7.3 Message Criteria	
A.	All mechanized bill messages, promotional messages and other charge messages must comply with the following criteria.
1.	The messages must comply with all applicable laws on unfair and deceptive advertising.
2.	The message cannot be used to compare IC's services, directly or indirectly, through the use of superlative phrases, to those of other service providers.
3.	If the messages contain rates, the rates must be approved by the appropriate regulatory commission(s).
4.	The content of the message may only address the IC's telecommunications services for which the Telephone Company bills.
5.	The content of the message can address a generic promotional or informational need of the customer.
6.	The content of the message shall not involve any message which is obscene or unlawful.
7.	When the message requests or requires action by the IC end user customer, the message must contain a telephone number that the end user can utilize for further information regarding the content of the message.
B.	The Telephone Company reserves the right to refuse to print any message which the Telephone Company, in its sole discretion, determines is not in compliance with the above criteria.
C.	The Telephone Company also reserves the right to refuse to provide mechanized bill message service to an IC if the IC fails to comply with the aforementioned message criteria, or if the Telephone Company is ordered to do so by any court or governmental agency having jurisdiction.

New England Telephone and Telegraph Company

8. Billing and Collection
8.7 Mechanized Bill Message Service

8.7.3 Message Criteria

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| D. | The Telephone Company will print one mechanized bill message per invoice, up to six promotional messages per invoice and up to 12 other charges messages per invoice. |
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8.7.4 Liability of the Telephone Company

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| A. | In the event that the Telephone Company fails to print an IC mechanized bill message, promotional message or other charge message, or if the Telephone Company prints such messages inaccurately and the inaccuracies as printed material distort and misrepresent the original message, the Telephone Company's total liability to the IC shall be limited to a refund of the amount, if any, actually paid by the IC to the Telephone Company for printing such messages. |
| B. | Except as provided above, the Telephone Company shall not otherwise be liable to the IC for any matter whatsoever, nor shall the Telephone Company indemnify the IC for any claims brought against the IC by any third party, relating to or arising out of the provision of mechanized bill message service by the Telephone Company to the IC. |

New England Telephone and Telegraph Company

8. Billing and Collection

8.8 Manual Bill Message Service

8.8.1	Description
A.	Manual bill message service consists of the Telephone Company printing an IC developed bill message on the IC bill. Such messages shall contain informational or marketing announcements about the IC services or about IC sponsored telecommunication services of third parties.
1.	The IC may change its message on a monthly billing cycle basis.
B.	Each manual bill message may contain up to eight lines of text with a maximum of 75 characters (including spacing or punctuation) per line.
1.	The IC may request that the first line only of a manual bill message be printed in bold print. If the IC chooses this option, the first line may not exceed 40 characters.
C.	The IC shall have the right to send up to six different manual bill messages per month. For each month that the IC purchases manual bill message service, the Telephone Company shall upon request by the IC, target messages so that only some IC customers receive them. The Telephone Company agrees that it will provide targeting, as requested, by the following criteria.
1.	IC PIC versus casual users
2.	State
3.	Class of service
4.	NPA/NXX
5.	Billing Telephone Numbers (BTN), with the IC providing a tape of those BTNs targeted
6.	Option Calling Plan (OCP) subscriber
7.	Toll Usage Category
8.	Call Type (e.g. operator assisted)
9.	Sampling (every Nth customer)
D.	The Telephone Company agrees to review requests for additional targeting and if acceptable, provide to the IC subject to program development charges.

8.8.2	Review Process
A.	The IC shall submit its proposed manual bill message to the Telephone Company at least 45 days in advance of the first day of the monthly billing cycle during which the IC wants the message to appear.
1.	Within 15 calendar days of receipt of the message, the Telephone Company shall notify the IC whether the messages have been approved.

New England Telephone and Telegraph Company

8. Billing and Collection
8.8 Manual Bill Message Service

8.8.2 Review Process	
B.	If any messages are not approved, the IC must correct the manual bill message and resubmit same to the Telephone Company within five days.
1.	The Telephone Company shall review the re-submitted message and notify the IC whether the messages have been approved within ten calendar days thereafter.
C.	The Telephone Company will not include on the IC customer's bill any message that have not been approved by the Telephone Company at least 15 days before the beginning of the month during which the manual bill message is scheduled to appear.
D.	The Telephone Company shall supply the IC with a print image copy of the manual bill message not less than three business days prior to sending the IC end user customer's bills with the manual bill message.

8.8.3 Message Criteria	
A.	All manual bill messages must comply with the following criteria:
1.	The messages must comply with all applicable laws on unfair and deceptive advertising.
2.	The message cannot be used to compare an IC's services, directly or indirectly, through the use of superlative phrases, to those of other service providers.
3.	If the message contains rates, the rates shall have been approved or otherwise permitted to become effective by the appropriate regulatory commission(s).
4.	The content of the message may only address the IC's telecommunications service for which the Telephone Company bills.
5.	The content of the message shall not involve any message which is obscene or unlawful.
6.	Where the message requests or requires action by the IC's customer, the message shall contain a telephone number that the customer can utilize for further information regarding the content of the message.
B.	The Telephone Company reserves the right to refuse to print any message which the Telephone Company, in its sole discretion, determines is not in compliance with the above criteria.
C.	The Telephone Company also reserves the right to refuse to provide manual bill message service to an IC if the IC fails to comply with the above message criteria or if the Telephone Company is ordered to do so by any court or governmental agency having jurisdiction.

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8. Billing and Collection
8.8 Manual Bill Message Service

8.8.4 Liability of the Telephone Company	
A.	In the event that the Telephone Company fails to print an IC manual bill message or if the Telephone Company prints such messages inaccurately and the inaccuracies as printed material distort and misrepresent the original message, the Telephone Company's total liability to the IC shall be limited to a refund of the amount, if any, actually paid by the IC to the Telephone Company for printing such messages.
B.	Except as provided above, the Telephone Company shall not otherwise be liable to the IC for any matter whatsoever, not shall the Telephone Company indemnify the IC for any claims brought against the IC by any third party, relating to or arising out of the provision of manual bill message service by the Telephone Company.

New England Telephone and Telegraph Company

8. Billing and Collection
8.9 Invoice Billing Service

8.9.1 Responsibility of the IC	
A.	The IC shall be responsible for performing and billing functions prior to delivering invoice billing data files to the Telephone Company. Such functions include recording and rating of the IC end user customer telephone calls and calculation of all IC charges, credits and taxes associated with such calls for specific billing periods.
B.	The IC shall deliver invoice billing data files to the Telephone Company.
1.	The IC shall deliver domestic rated messages to the Telephone Company no later than 90 days, and international rated messages no later than 125 days, from the date that the rated messages were first recorded by the IC, unless otherwise agreed to by the Telephone Company in writing.
C.	The IC shall not deliver to the Telephone Company any invoice billing data files which contain rated messages that the IC does not own or that the IC has previously billed to an IC end user customer directly.

8.9.2 Responsibility of the Telephone Company	
A.	After the Telephone Company has received the invoice billing data files from the IC, the Telephone Company shall edit the files and transmit to the IC reports which identify those data packs within the files which can be processed and those which cannot.
1.	If any single pack of data delivered by the IC to the Telephone Company fails the Telephone Company edits, the Telephone Company shall reject the data and notify the IC.
2.	The Telephone Company shall transmit to the IC reports which identify those invoices and adjustments within the data packs that have been accepted for further processing.
B.	The Telephone Company will process the accepted invoice and adjustment data packs and attempt to match the invoice data and adjustment data within these packs to the appropriate Telephone Company billing number.
1.	For invoice data, if an appropriate Telephone Company billing number cannot be found, the Telephone Company will continue to attempt to match the data to a billing number for a maximum period of 22 business days from the date the invoice data packs are accepted for processing.
2.	If no match is found within this time frame, the invoice data will be deemed by the Telephone Company to be unbillable and will be transmitted back to the IC.

New England Telephone and Telegraph Company

8. Billing and Collection
8.9 Invoice Billing Service**8.9.3 Uncollectible Bad Debt Allowance**

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|-----------|---|
| A. | For each bill date, the Telephone Company current amount billed shall be reduced by an amount (the uncollectible bad debt allowance) to compensate for the anticipated revenue loss due to the failure of the IC end user customers to pay the Telephone Company. |
| 1. | The Telephone Company shall determine the uncollectible bad debt allowance by multiplying the Telephone Company current amount billed by the IC's uncollectible factor as determined rounded up to the nearest 1/1000th. |

8.9.4 Payment of Amount Due

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|-----------|--|
| A. | The amount due from the Telephone Company will be payable on the payment date which is determined by adding 40 calendar days to the IC end user customer bill date (the Telephone Company payment date). |
| B. | Upon written request from the IC, the Telephone Company shall advance the payment of the amount due up to 15 days from the calculated Telephone Company payment date. |
| 1. | In return, the Telephone Company shall charge the IC .0005 per day, simple interest, or the maximum interest rate allowed by law, whichever is lower, for the number of days advanced times the amount due (the discount). The Telephone Company shall pay the IC the amount due, less the discount. |
| C. | It is contemplated that payments made hereunder may not include any applicable true-up adjustment, which shall be made at the appropriate subsequent date. |

8.9.5 Inquiry Process

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| A. | The Telephone Company will refer the IC end user customer inquiries and claims to the IC. |
| 1. | When an IC end user customer requests direct contact with the IC, the Telephone Company shall refer that customer to an 800 number, which the IC shall provide and maintain. |

8.9.6 Audit Provisions

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| A. | Not more than one audit may be conducted in any 12 month period. |
| B. | An IC or its authorized representative has the right to commence an audit upon 45 days prior written notice to the Telephone Company. |
| 1. | The written notice of the audit should identify the date upon which the audit is to begin, the location, the IC representatives that will conduct the audit and the materials to be reviewed. |

New England Telephone and Telegraph Company

8. Billing and Collection
8.9 Invoice Billing Service

8.9.6 Audit Provisions	
C.	The Telephone Company may within 30 days receipt of the IC's notice of audit, postpone commencement of the audit for a period of no more than 15 days by written notification to the IC.
D.	The IC may audit during normal work hours such source documents, systems, records and procedures which contain information bearing upon the amounts billed to the IC End User Customers by the Telephone Company as part of its provision of Invoice Billing service.
1.	The IC must present an oral report of audit findings to the Telephone Company prior to departure from the Telephone Company's premises, followed by a confirming letter within 30 days.

8.9.7 Application of Rates and Charges	
A.	The per invoice charge includes accepting the invoice, processing the invoice, printing the invoice including up to the first ten messages and/or adjustments, mailing the invoice, remittance processing, settlement of amount due to the interexchange carrier, and the collection of balance due from the end user customer.
B.	The per message/adjustment charge includes the accepting, processing, editing, pre-billing investigation of messages and/or mechanized adjustments transmitted to the Telephone Company in invoice billing format. Up to the first ten messages and/or mechanized adjustments are included in the per invoice price.
C.	The manual adjustment charge will apply to paper adjustments sent to the Telephone Company by the IC customer.
D.	The adjustment per bill charge is for the processing of mechanized adjustments for end user customers whose Telephone Company bill does not include an invoice for the month in which the mechanized adjustment is received (i.e., the customer receives a mechanized adjustment for a prior months usage from the IC but has no IC usage for the current month).

8. Billing and Collection

8.10 Billing Analysis Service

8.10.1 Description	
A.	At the request of an IC, the Telephone Company upon reasonable notice and with reasonable effort will provide billing analysis service for detection, investigation and deterrence of billing evasion activities. Such activities include bypass or circumvention of Telephone Company billing equipment, fraudulent use of Telephone Company and IC service offerings and fraudulent use of Telephone Company facilities.
B.	Detection is the provision of equipment by the Telephone Company to identify and collect information on network abuse and message fraud. Such equipment may be located in Telephone Company premises or offices or may be attached to access lines.
C.	Investigation is the provision of services to collect evidence to document that billing evasion activities (electronic and message fraud) are occurring, prepare reports, preserve evidence and supply expert witness analysis and testimony. Investigation also includes provision of services to coordinate the investigative activities between exchange telephone companies and/or law enforcement agencies.
D.	Deterrence is the contacting and interviewing of parties identified in billing evasion activities, the recovery of devices or materials used (where reasonably possible), the service review for possible suspension of service over access lines identified in billing evasion activities and assistance in publicizing billing evasion deterrence.
1.	The term billing evasion activities used herein denotes message billing abuse and/or network abuse. Such abuse is the use of an access line (e.g., end user line or trunk, or other access line or trunk provided by the Telephone Company) where there is intent to circumvent or evade the proper charges in whole or in part for use of telecommunications services over the access line, or to conceal the points of origin or termination of telecommunications services.

8.10.2 Responsibility of the Telephone Company	
When billing analysis is ordered under a special order by an authorized security representative of the IC, the Telephone Company will provide any one or all of the services as set forth in the following paragraphs.	
A.	Detection Service will be provided for network abuse at any central office switch equipped to recognize and record irregular key pulse and multifrequency signals upon receipt of a special order from an IC specifying the central office(s) where detection service is requested.
1.	Subject to the agreement of the Telephone Company, special construction for the provision of central office equipment to recognize and record irregular key pulse and multifrequency signals may be undertaken at the request of the authorized security representative of the IC to meet the needs of the IC. Such special construction will be provided as set forth in DTC MA No. 16.

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New England Telephone and Telegraph Company

8. Billing and Collection

8.10 Billing Analysis Service

8.10.2 Responsibility of the Telephone Company	
A. (Continued)	
2.	Reports of detection service results will be provided on an office-by-office or line-by-line basis at the request of the authorized security representative of the IC. On an office-by-office basis, a detection service report of any signal irregularities will be provided for the previous 30 days for all trunks equipped in the office (i.e. ESS control group). Alternatively, for an office requested by the IC, a line-by-line continuous scan for current signal irregularities will be provided. When the continuous line-by-line scan is provided, a weekly report of signal irregularities for the office involved will be furnished.
a.	The report will be provided as a paper printout at the discretion of the Telephone Company and sent to the authorized security representative of the IC by Registered First Class US Mail. However, an authorized security representative of the IC may pick up the report at a location designated by the Telephone Company. The 30 day report will be available for mailing or pick-up two weeks after the end of the 30 day period. Results of the continuous scan will be provided to the authorized security representative of the IC by a written report and/or a telephonic report within six working days after the end of a weekly scan.
3.	The network abuse detection service reports will include, for a signaling irregularity observed, the following.
a.	The calling NPA and telephone number (i.e., NXX-XXXX),
b.	The called number (i.e., NPA and telephone number recorded by Telephone Company billing equipment) if available,
c.	Signaling irregularity data,
d.	The holding time of the call, if available, and
e.	The date of the call, if available.
B.	Investigative Service will be provided by authorized Telephone Company security personnel upon receipt of a special order from an authorized security representative of the IC specifying the line or lines or billing evasion activity (i.e., message billing abuse and/or network abuse) to be investigated. The Telephone Company will, at the request of the IC, provide investigation service on a premium time basis. When investigation service is provided on such a basis, premium time charges will apply. The following services are provided under Investigative service.
1.	Provision of an Identification Report is the collection by Telephone Company personnel of billing information, party name, party address, service configuration, if any and the preparation and submission of information pertinent to the IC's service in a report to the authorized security representative of the IC for each line or billing evasion activity specified by the IC.

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New England Telephone and Telegraph Company

8. **Billing and Collection**
8.10 **Billing Analysis Service**

8.10.2 Responsibility of the Telephone Company	
B. (Continued)	
2.	Collection of Evidence is the gathering of information pertinent to the line, message or party associated with the billing evasion activity specified by the authorized security representative of the IC. Collection of evidence includes a written notification to the authorized security representative of the IC of the results of such gathering efforts. The Telephone Company will determine the information provided in the written notification.
3.	Provision of a Detection and Documentation Scan— Subject to the agreement of the Telephone Company, a detection and documentation scan on an individual line will be provided when an authorized security representative of the IC provides a written request for such a scan. Provision of a detection and documentation scan on an individual line is the continuous scan of a line for irregular signals and when an irregular signal is recognized, the collection by Telephone Company equipment of information to show that an irregular signal and use of the line occurred.
a.	Any information collected during the continuous scan of a line will be considered the property of the Telephone Company. The Telephone Company will notify the IC of the results of the scan and will permit authorized security representatives of the IC to review the results. The scan and any associated information will not be provided to any person or entity until the Telephone Company is requested to do so by subpoena.
4.	Preparation of an Affidavit and Prosecutive Summary is the written documentation of the evidence collected by the Telephone Company personnel who performed such activities.
5.	Preservation of Evidence is the placement of the collected evidence in a secure location under the control of Telephone Company security personnel for a period of up to two years. Such preservation of evidence will be continued beyond two years by the Telephone Company when requested by appropriate law enforcement agencies or the authorized security representative of the IC. The charges for preservation of evidence will apply.
6.	Assistance to Law Enforcement is the accompanying of duly authorized law enforcement personnel to a location where billing evasion activities have been determined to exist in order to identify billing evasion activity devices or materials. The Telephone Company personnel will provide such assistance to law enforcement personnel only after law enforcement involvement has been arranged by the IC, or under services as set forth in Section 8.10.2B10.
7.	Provision of Expert Witness Analysis is the review, study and other technical support activities provided by Telephone Company experts to analyze and/or document whether devices and materials associated with an investigation furnished by the authorized security representative of the IC or under services as set forth in Section 8.10.2B10, operate, perform or contain billing evasion activities. A written analysis report will be provided to the authorized security representative of the IC. The expert witness will be selected by the Telephone Company.

New England Telephone and Telegraph Company

8. Billing and Collection

8.10 Billing Analysis Service

8.10.2 Responsibility of the Telephone Company	
B. (Continued)	
8.	Provision of Expert Witness Testimony is the preparation of testimony and the submission of such testimony in association with an investigation. A copy of the written testimony, if any, will be provided to the authorized security representative of the IC. The expert witness will be selected by the Telephone Company.
9.	Coordination of Billing Evasion Investigative Services between telephone companies is the referral of investigative information to other telephone company security personnel, provision of billing evasion information to other telephone company security personnel, the collection of information from other telephone company security personnel and the tracking, collecting and reporting of the results of such investigations to the authorized security representatives of the IC.
10.	Coordination of Billing Evasion Investigative Activities of participating law enforcement agencies is the provision of billing evasion information to the law enforcement agencies, the collection of billing evasion information from the law enforcement agencies and the tracking, collecting and reporting of the results of such participation to the authorized security representative of the IC. This coordination will be provided only upon receipt of written authorization from the authorized security representative of the IC.
11.	Review of IC Billing Evasion Deterrence Control programs and related activities is advice to and/or training of IC personnel on billing evasion deterrence and preventive controls and the development of billing evasion deterrence and preventive control programs for the IC.
C.	Deterrence Services will be provided at any location in the operating territory of the Telephone Company that Telephone Company security personnel can safely and legally enter. Deterrence services will be provided, at request of the authorized security representative of the IC, by written or telephonic notice. A telephone notice received from the authorized security representative of the IC, must be followed by written confirmation within one day. Deterrence services will be provided only after an investigation service has been provided by the Telephone Company and billing evasion activity is found to warrant such actions. Deterrence service includes the following items.
1.	Contacting and Interviewing of Parties is the written or verbal notification to, or a face-to-face discussion with, a party or parties by Telephone Company security personnel in order to deter further billing evasion activities. Contacting and interviewing is provided at locations identified by law enforcement agencies, the IC or the Telephone Company.
2.	Recovery of Devices or Materials is the attempt by Telephone Company security personnel to recover devices or materials which are used in association with Telephone Company facilities in billing evasion activities. Such recovery is provided at locations identified by the Telephone Company, law enforcement agencies or the IC.

New England Telephone and Telegraph Company

8. Billing and Collection
8.10 Billing Analysis Service

8.10.2 Responsibility of the Telephone Company	
C. (Continued)	
3.	Service Review for possible suspension of Telephone Company service is the request for authority to suspend service from appropriate Telephone Company officers, notification to the end user that service will be suspended and, after review of the end user response, or lack thereof, suspension of service if warranted, in the Telephone Company's judgment.
4.	Publicity Assistance is the provision of information and personnel to aid in publicizing billing evasion activity deterrence. The Telephone Company will determine what information it will provide if any, and will select the personnel and media if any, to provide this service.
D.	When provision of billing analysis services involve travel or other expenses not otherwise provided for in this tariff or paid by the judicial system, these expenses will be billed to the IC as ICB charges.

8.10.3 Liability of the Telephone Company	
A.	Notwithstanding Section 2.3.2. in the absence of willful misconduct, no liability for damages to the IC or other person or entity shall attach to the Telephone Company for its action or the conduct of its employees in providing billing analysis service.

8.10.4 Responsibility of the IC	
A.	The authorized security representative of the IC shall order all billing analysis services under a special order. The authorized security representative of the IC shall order those billing analysis services it wishes to receive.
B.	With each order, the IC shall designate and identify its authorized security representative who will be responsible to protect the information and to whom the billing analysis service information will be provided.
1.	The IC shall assure and take every effort to make sure the billing analysis service information is provided to and used only by authorized personnel involved in billing evasion activity matters.
C.	When billing analysis service investigation is ordered, the authorized security representative of the IC shall furnish all known details of the billing evasion activities, including the access lines, parties or messages to be investigated, and shall furnish all necessary end user information it possesses to the Telephone Company security personnel. The specification of the access line, party or message to be investigated shall be in writing by the authorized security representative of the IC.

New England Telephone and Telegraph Company

8. Billing and Collection
8.10 Billing Analysis Service

8.10.4 Responsibility of the IC	
D.	When law enforcement agencies are to be brought into the investigation the authorized security representative of the IC shall secure their participation or authorize the Telephone Company in writing to obtain and coordinate such law enforcement agency participation.
E.	When evidence collected by the Telephone Company is to be produced in connection with a judicial proceeding, the IC shall notify the Telephone Company of such a requirement in a timely manner.
F.	When the IC requests that service be suspended for fraudulent use, the IC shall furnish a written request authorized by an officer of the IC. The request shall state the reason for the request and tariff, contract or legal provision permitting such suspension and shall correctly identify the end user telephone number and the location of the end user service to be suspended.
G.	All inquiries from the IC's end users concerning services provided under this tariff are to be handled by the IC. Any questions to the Telephone Company shall be made by the authorized security representative of the IC.
H.	Except as set forth in Section 8.10.2C4, publicizing of actions resulting from services provided under this tariff shall be the responsibility of the IC. The IC shall not publicize that the Telephone Company assisted the IC unless the IC has written permission to do so from the Telephone Company.
I.	When the authorized security representative of the IC orders detection service or a detection and documentation scan of an individual line, it shall specify in writing the offices, lines or parties to be included in the scanning and reports the Telephone Company will provide.
J.	When provision of expert witness analysis is ordered by the IC, the IC shall be responsible for furnishing the evidence to be analyzed unless the services as set forth in Section 8.10.2B10 are ordered by the IC.
K.	When provision of expert witness testimony is ordered by the IC, the IC shall include the name, if any of the Telephone Company expert it desires and when and where the testimony is needed.
L.	When the IC wants a quotation of the total charges for the service ordered, the IC shall request such at the time of the special order.
M.	When provision of billing analysis services involve travel or other expenses not otherwise provided for in this tariff or paid by the judicial system the expenses will be payable by the IC as ICB charges.

8.10.5 Minimum Periods	
A.	The minimum period for which billing analysis detection service continuous scanning is provided and for which charges apply is one week.

New England Telephone and Telegraph Company

8. Billing and Collection
8.10 Billing Analysis Service

8.10.6 Cancellation of a Special Order	
A.	An IC may cancel a special order for billing analysis service on any date prior to the service date.
1.	The cancellation date is the date the Telephone Company receives written or verbal notice from the authorized security representative of the IC that the special order is to be canceled.
2.	The verbal notice must be followed by written confirmation within ten days.
3.	The service date for billing analysis services is the date the Telephone security organization receives the special order.
B.	When an IC cancels a special order for billing analysis service after the order date but prior to the start of service, charges as listed following, in addition to the special order charge shall apply.
1.	For detection service, the per report charge for each 30 day report ordered and the per week charge for each office where a continuous scan is ordered.
2.	For investigative service, two times the hourly charge for professional services and the per occurrence charge for each documentation scan ordered.
3.	For deterrence service, two times the hourly charge for professional services.

8.10.7 Changes to Special Orders	
A.	IC requested changes to a pending special order for billing analysis service will be undertaken if they can be accommodated by the Telephone Company. However, all changes to pending special orders for detection service will be considered as a discontinuance of the pending order and a new special order and appropriate cancellation charges as set forth in Section 8.10.6 will apply. Any additional time required on the part of the Telephone Company personnel will be billed to the IC at the appropriate hourly charges.

8.10.8 Application of Rates and Charges	
A.	Rates and charges for billing analysis services apply on a per order basis.
B.	The detection charge per report for the 30 day report, applies for each report provided to an IC even though no signaling irregularities are found. All NXX's in an office are included in the report. The charge applies to each NXX included.
C.	The detection charge per office per week for continuous scan applies for each week of service even though no signaling irregularities are found.
D.	The per hour rate for investigative service and/or deterrence service is for the use of one hour of one Telephone Company security investigator or support person's time. The Telephone Company will determine whether investigator or support services will be used.

New England Telephone and Telegraph Company

8. Billing and Collection
8.10 Billing Analysis Service

8.10.8 Application of Rates and Charges	
E.	The Telephone Company will keep a count of the hours and fraction thereof used by Telephone Company personnel to provide the service the IC ordered and will bill the IC in accordance with these records. The hours for each service ordered will be summed and then rounded to the next highest hour.
F.	When provision of billing analysis services involve travel or other expenses not otherwise provided for in this tariff or reimbursed by the judicial system, the expenses will be billed to the IC as a miscellaneous expense (ICB charges).
G.	The provision of billing analysis service per special order charge applies for each special order accepted by the Telephone Company for any billing analysis service or for subsequent changes.

New England Telephone and Telegraph Company

8. Billing and Collection

8.11 Billing Information Service

8.11.1	Description
A.	At the request of the IC, the Telephone Company will provide information to the IC from its end user records, billing files and account data base. Billing information service is the provision of information to the IC from Telephone Company record systems, such as the Customer Records Information System (CRIS), the Non-Sent-Paid Indicator Data Base (DBAS) and the Customer Name and Address Bureau (CNA).
B.	Such Billing Information service will be limited to the provision of information to an IC relating exclusively to end user services provided by that IC. Information relating to services provided by any other entity will not be provided.
C.	Information is defined as any entry in the records, report systems or bureau listings which is not listed as proprietary to the Telephone Company. Any entry listed as proprietary to the Telephone Company will not be provided, except as set forth in Section 8.11.2J for Billing Name and Address (BNA) information.

8.11.2	Responsibility of the Telephone Company
When billing information service is ordered by the IC, the Telephone Company will provide information on a request – by – request basis.	
A.	Upon request from an IC and when the IC has ordered message billing service bill processing service, the Telephone Company will provide information from its records as follows.
1.	Message Detail for a Message End User is message billed records in exchange message record (EMR) format in the CRIS file.
2.	Account Detail for a Message End User is data that furnishes the end user name, billing address and billing parameters other than message detail and/or service and equipment detail.
3.	Service and Equipment Detail for Message End User is data associated with the IC's rate elements. A message end user is an account with IC message or bulk billed detail (for a bill period) or an account which is marked as set forth in Section 8.11.2E, or established as an end user of the IC's message or Bulk Billed services. Message detail, account detail and/or service and equipment detail which is confidential due to legal, national security, end user or other appropriate requirements will not be provided. If the IC requires this information in order to bill its services, it shall secure written permission from the end user to obtain the information from the Telephone Company. The IC shall furnish the Telephone Company the end user's written permission for the information to be released.
B.	Upon request from an IC and when the IC has ordered private line billing service, the Telephone Company will provide information from its records as follows.
1.	Account Detail for a Private Line End User is data that furnishes the end user name, billing address and billing parameters other than message detail and/or service and equipment detail.

New England Telephone and Telegraph Company

8. Billing and Collection

8.11 Billing Information Service

8.11.2 Responsibility of the Telephone Company	
B. (Continued)	
2.	Service and Equipment Detail for a Private Line End User is data associated with the IC's rate elements. A private line end user is an account with rate element detail (for a bill period) or an account which is established, at IC request, as an end user of the IC's private line (non-message) services. Account detail and/or service and equipment detail which is confidential due to legal, national security, end user or other appropriate requirements will not be provided. If the IC requires this information in order to bill its services, it shall secure written permission from the end user to obtain the information from the Telephone Company. The IC shall furnish the Telephone Company the end user's written permission for the information to be released.
C.	Upon request from an authorized supervisor of the IC for end user information when Automatic Number Identification (ANI) service is provided to the IC by the Telephone Company or when the IC offers a telecommunications service for which the billing is based on authorized calling or called parties, the Telephone Company will provide information from its DBAS records. Only current information will develop the IC's request for information into a retrieval and interrogation program.
D.	Where Telephone Company facilities are available and subject to the agreement of the Telephone Company, DBAS or other information may be provided on an interrogation basis at the request of the IC. The Telephone Company will develop the IC's request for information into a retrieval and interrogation program.
1.	The interrogation will permit the IC to access a data file which contains the data base information from a data processing terminal at the IC location, furnish an end user telephone number or other code as specified by the Telephone Company and, after verification that the information is authorized for the IC's use, receive the end user information.
2.	The interrogation file will be provided during normal Telephone Company business hours. The DBAS interrogation file will be updated each business day to reflect current end user information. Other interrogation files will be updated per a schedule determined by the Telephone Company.
E.	Information will be provided on a total file and/or file update basis in the following ways.
1.	The total file basis will permit the IC to receive, at the IC's option, all the end user information that is authorized for the IC's use on paper printout. The total file output will contain end user information for the current billing period. The billing period will be set by the Telephone Company. After the information system ordered by the IC is in service, the paper printout will be available from the Telephone Company on a mutually agreed upon schedule.

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New England Telephone and Telegraph Company

8. Billing and Collection
8.11 Billing Information Service

8.11.2 Responsibility of the Telephone Company	
E.	(Continued)
2.	The file update basis will permit the IC to receive, at the IC option , all the end user information that is authorized for the IC's use on paper printout. The file update output will contain end user information for the current billing period only. The current billing period is the billing period associated with the most recent bill rendered to an end user. For DBAS information, the file updates will be provided for each business day. For other information, the file updates will be provided on a monthly interval. (D)
3.	Once available, output will be provided on paper printout, and will be sent to the IC via First Class US Mail. At the option of the IC, the IC may pick up the paper output at a location designated by the Telephone Company or request the information be data-transmitted to the IC. The data transmission charges will be determined on an individual case basis. (D) (D) (D) (D) (D)
F.	The Telephone Company will at the request of the IC, mark as a user of the IC's message service any message billed message end user account which has access to the IC and is billed by the Telephone Company for the IC, other than those IC accounts with IC credit cards or IC rate elements. If not marked at the request of the IC, such an end user account will not be identified as an IC account unless there are IC message details associated with the account for the bill period for which message detail is ordered by the IC. The mark will be removed at the request of the IC. Data Transmission to an IC location of billing information service details charges to mark the account and maintain the mark in future months will apply. IC bulk billed end user accounts and message end user accounts with IC credit cards or IC rate elements are counted as IC accounts.
G.	Upon acceptance by the Telephone Company of a special order for Billing Information service from an IC, the Telephone Company will determine the period of time to implement such service on an individual request basis.
H.	The Telephone Company will provide the format for interrogation of its data files and the format of any printed output. (D)

New England Telephone and Telegraph Company

8. Billing and Collection

8.11 Billing Information Service

8.11.2 Responsibility of the Telephone Company	
1.	Upon request from an authorized supervisor of the IC who furnishes the account code assigned by the Telephone Company, the Telephone Company will provide name and town information from its CNA bureau. The CNA name and town data, but not street address, will be provided only when the IC needs the information to authorize a call, to bill a call, or to handle an emergency situation. The information will be provided on a request-by-request basis by voice telecommunications or by mail as appropriate. Name, town and state will be provided for a telephone number.
1.	The Telephone Company shall provide CNA and BNA via the CNA bureau, for not more than sixteen telephone numbers per telephone call requesting such information. A special telephone number will be designated by the Telephone Company for CNA or BNA requests for more than 16 telephone numbers, but less than one-hundred telephone numbers.
2.	A maximum of 500 telephone numbers for CNA or BNA can be submitted per written request. The Telephone Company may take ten business days to respond to such written requests. The Telephone Company shall designate the format and procedure for making CNA and BNA requests.
3.	The Telephone Company will specify the location where requests are to be received and the format in which the request is to be made.
4.	If the name and address associated with the telephone number is restricted due to the request of the end user, legal authority or law enforcement agency, no name or town location will be provided for CNA requests.
5.	At the request of the IC, written confirmation of the name and town location for CNA will be sent to the authorized supervisor making the request by First Class US Mail.
J.	Upon request from the IC, the Telephone Company will provide BNA from its CNA bureau or from a tape of recorded messages provided by the Telephone Company or the IC.
1.	The BNA information will consist of complete bill name, street address, city/town, state and zip code for the requested telephone number. In all cases, the Telephone Company will provide the most current BNA information resident in its data base as set forth in Section 8.11.2E2.
2.	BNA will be provided for sent paid, operator assisted (i.e., collect and third number) and calls made with a calling card which is resident in the Telephone Company's data base.
3.	The Telephone Company will also provide BNA via its CNA bureau, to ICs utilizing Data Telephone Numbers (DTNs). In these instances, the DTN must be converted by the Telephone Company to a billing telephone number in order to provide BNA information.
4.	BNA must be held confidential and shall be provided only when such information is needed by the IC for the purpose of billing its telecommunications services.

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8. Billing and Collection
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8.11.2 Responsibility of the Telephone Company	
J. (Continued)	
5.	An IC with large volumes of messages may send to the Telephone Company a tape of recorded messages. The messages shall be provided in a format designated by the Telephone Company. The Telephone Company will supply the BNA on the IC's recorded message tape and return the tape to the IC. If the Telephone Company provides recording service to the IC as set forth in Section 8.2, at the IC's request, the Telephone Company will supply the BNA on the recorded message tape and provide for messages associated with a restricted (non-published or non-listed) telephone number. This BNA will be provided to the IC and indicate the restriction.
K.	If the IC requests the information ordered by the IC be re-supplied by the Telephone Company because of incorrect IC specifications or errors, the Telephone Company will resupply the information in accordance with a new IC special order and all appropriate charges will apply.
L.	Where facilities are available and subject to the agreement of the Telephone Company, updating of IC data bases or files from Telephone Company data processing terminals or equipment in Telephone Company locations may be undertaken at the request of the IC. The charges for such a service will be determined on an individual case basis.
M.	Program development charges apply for the hours required to design, develop, program and test the necessary programs used to provide billing information services.
N.	The Telephone Company will provide billing information services under a special order. For all billing information services, the billing information service special order charge applies per request.

8.11.3 Liability of the Telephone Company	
A.	Notwithstanding Sections 2.3.2 and 8.5.6, in the absence of willful misconduct, no liability for damages to the IC or other person or entity shall attach to the Telephone Company for its action or the conduct of its employees in providing billing information service.

8.11.4 Responsibility of the IC	
A.	The IC shall order billing information services under a special order. The IC shall order those billing information services for the states where it wishes to receive the services and shall specify how often it wishes the service to be provided.

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8.11.4 Responsibility of the IC	
B.	With each order, the IC shall designate and identify the authorized individual and address to receive the billing information service output. When interrogation is ordered, the IC shall identify the data processing terminals authorized to receive the information and the authorized individual who will be responsible for all terminal activities. When CNA service is ordered the IC will identify in writing and include the account codes assigned by the Telephone Company of all authorized individuals who will contact the CNA bureau.
C.	The IC shall take every effort to make sure that billing information service output and interrogation capability is provided only to authorized personnel. The IC shall agree, in writing to the Telephone Company, that the IC will not provide the billing information service outputs to third parties for any use by such third parties except for work for the IC and which is under complete control of the IC.
D.	The IC shall furnish to the Telephone Company, when interrogation service is ordered, all information necessary to allow the Telephone Company to establish an interrogation program. In addition, the IC shall furnish the Telephone Company, for each data base and file where the interrogation is ordered, an estimate of the number of requests per business day that the Telephone Company data bases and file will be asked to handle. The IC's terminals used to interrogate the Telephone Company data bases and files must be capable of working with Telephone Company equipment and software.
E.	The IC shall be responsible for all contacts and inquiries from its end users concerning billing information service.
F.	The IC shall not publicize or represent to others that the Telephone Company jointly participates with the IC in the development of the ICs end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the user of billing information service.
G.	When the IC wants a quotation of the charges for the service ordered, the IC shall request such at the time of the special order.
H.	When marking is ordered, all non-marked message billed message end user accounts which have access to the IC and are billed by the Telephone Company for the IC will be marked starting with the next bill period. Marking will continue until the IC orders marking discontinued. The IC shall, when it orders marking removed, furnish the telephone number of each end user account for which the mark is to be removed.

8.11.5 Minimum Periods	
A.	The minimum period for which billing information service file interrogation is provided and for which charges apply is one year.

New England Telephone and Telegraph Company

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8.11.6 Minimum Monthly Charges

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| A. | The minimum monthly charges for file interrogation are the charges for the total number of requests per business day furnished by the IC as set forth in Section 8.11.4D, times 18 (i.e., 20 business days per month times 0.9). |
| B. | When the IC discontinues the service prior to the end of the one-year minimum period, the minimum monthly charge for the interrogation will apply for each remaining month and fraction of month. |

8.11.7 Cancellation of a Special Order

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| A. | An IC may cancel a special order for billing information service on any date prior to the service date. |
| 1. | The cancellation date is the date the Telephone Company receives written or verbal notice from the IC that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten days. |
| 2. | The service date for billing information services is the date the Telephone Company notifies the IC that the Telephone Company is ready to provide billing information service reports or receive interrogation requests. |
| B. | In addition to the special order charge, when an IC cancels a special order for billing information service after the order date but prior to the start of service, charges apply for the following activity or equipment. |
| 1. | For any service, the appropriate per hour rate for all hours expended by the Telephone Company to provide the service. |
| 2. | For any service, any expense for equipment obtained for the service where such equipment cannot be reused within six months. |

8.11.8 Changes to Special Orders

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| A. | When an IC requests changes to a pending special order for billing information service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new special order. |
| B. | A charge equal to any costs incurred by the Telephone Company because of the change will apply in addition to all cancellation charges as set forth in Section 8.11.7, for the canceled special order. |

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8. Billing and Collection
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8.11.9 Application of Rates and Charges	
A.	The number and type of records for which charges apply will be accumulated by the Telephone Company and the Telephone Company will bill the IC in accordance with these accumulations.
1.	A record is a logical grouping of information as described in the programs that process the information, print the paper output or load the data file used to supply the detail which is data transmitted. (D)
2.	For each service and type of output ordered, the number of records processed by the Telephone Company to prepare the output will be used to determine the charges. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information, print the paper output and load the data file, whichever number of records is higher. (D)
B.	The number of hours and fraction thereof for which program development charges apply will be accumulated by the Telephone Company. The Telephone Company will bill the IC for hourly charges in accordance with these accumulations. The accumulated hours for each order will be summed and rounded to the next highest hour.
C.	When the CNA request is received, the Telephone Company will keep a count of the requests. The Telephone Company will bill the IC in accordance with these records even though the Telephone Company was not able to provide a name and town location for all requests.
D.	Billing name and address initial establishment charges for BNA will apply. A separate establishment charge will apply when it is necessary to convert a DTN into a billing telephone number. The Telephone Company will keep a record of verbal and written requests made to the CNA bureau and the IC will be billed according to these records. In addition, a per telephone number charge will apply for each request made for BNA.
1.	(D)
E.	When records are entered on a data file in order to provide information to an IC, the per record charge applies for each record entered on the data file. The Telephone Company will determine the charges based on the number of data files prepared and on its count of the records entered on the data file. (D)
F.	When marking of message end user accounts is ordered, the marking charge applies for each end user account marked. Once an account is marked, the maintenance of mark charge applies for each month following the month the account is marked until the IC requests the mark be removed. (D)
G.	The provision of billing information service per special order charge applies for each special order accepted by the Telephone Company for any billing information service. (D)

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8. Billing and Collection

8.12 Agreement for Intrastate Interexchange Carriers

The following regulations are applicable for Billing and Collection Services provided to AT&T Communications (AT&T-C).

8.12.1 Payment Arrangement and Audit Provision	
A.	On 45 days prior written notice by AT&T-C to the Telephone Company (or such shorter period as the parties may mutually agree upon) AT&T-C or authorized representative shall have the right to commence an audit.
B.	The written notice of an audit shall identify the date upon which it is to commence, the location, the AT&T-C representative, the subject matter of the audit and the material to be reviewed.
C.	AT&T-C must give an oral report to the Telephone Company representative at the conclusion of their audit and prior to departure from the premises. AT&T-C will provide a written confirmation within 30 days of the oral report that the audit has been concluded and listing financial or operational subject matter areas that will be handled through claims and adjustment process.
D.	AT&T-C shall not be entitled to commence another audit on the same subject prior to receipt of their written confirmation that the audit is concluded.
E.	Not more than one audit may be conducted in any six month period during the terms of this Agreement.
F.	The Telephone Company within 30 days receipt of AT&T-C notice for an audit may postpone commencement for a period not to exceed 15 days but only for a good cause. The Company shall indicate a new date for commencement of the audit.
G.	Deposits will be negotiated by AT&T-C based on their deposit policy. The checks for deposits will be mailed to AT&T-C then forwarded to the Telephone Company.
H.	A claim for a disputed item must be submitted within 24 months of the disputed event.

8.12.2 Liability of the Telephone Company	
A.	For any loss, cost, claim, inquiry, liability or expense, including attorney's fees, relating to or arising out of any ordinary negligent act or omission by the Telephone Company, liability of the Telephone Company shall be limited to the amount of direct damages actually incurred. Direct damages in the case of data or information supplied to AT&T-C is the Telephone Company's charges for such data or information. Absent gross negligence or willful misconduct neither party shall be liable to the other for any indirect, special or consequential damage of any kind.

New England Telephone and Telegraph Company

8. Billing and Collection
8.12 Agreement for Intrastate Interexchange Carriers**8.12.3 Purchase of Accounts Receivable**

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| A. | Customer adjustments are lawfully billed amounts which are removed from the balance due on AT&T-C customer accounts. The amount for adjustments by AT&T-C or the Telephone Company are credited to prior billing period balances. |
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8.12.4 Uncollectible Adjustments

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| A. | The uncollectible factor is determined by the Telephone Company during a three month study period and is based on the dollar amount lawfully billed and outstanding after standard collection efforts are completed, including termination of service except where prohibited by state law or regulation. |
| B. | The uncollectible amount will reflect adjustments to accounts for any payments received by the Telephone Company for outstanding final bill amounts that were declared uncollectible, any deposits held by the Telephone Company for customer accounts where final customer bills have been rendered and any AT&T-C or Telephone Company adjustment pertaining to the account. |
| C. | For each successive three month study period AT&T-C's realized uncollectible amount is determined. If the realized three month uncollectible differs from the applied uncollectible amount for the same three months a true-up amount will be calculated and either billed or remitted to AT&T-C and will include any applicable adjustment due to AT&T-C. |
| 1. | The true-up is calculated by the end of the month following the close of the study period and adjusted for the true value of the dollars using the interest factor. True-up settlements are made within 31 days of the close of the study period. Final true-up will be performed at six, nine or twelve months following the termination of billing and collection services and billed or remitted to AT&T-C as appropriate. |

8.12.5 Responsibility of the Telephone Company

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| A. | Calls originating over FGD will be recorded on an end office and type of call basis. A type of call is Long Distance Service (LDS), 700 and 900 Service, Outwats, 800 data base access service and station message detail recording for LDS and outwats. |
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8.12.6 Payment of Net Purchase Amount to the IC

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| A. | The amount due AT&T-C from the Telephone Company will be on the payment date which is determined by adding 37 calendar days to the close of the billing period. The total amount billed must be paid. |
| B. | The amount due the Telephone Company from AT&T-C is due the same date in the month following the bill date unless the bill is received by AT&T-C less than 20 days prior to that date, in which case the due date shall be no less than 20 days after AT&T-C receipt of the bill. The total amount billed must be paid. |

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Robert Mudge
Vice President-MA

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8.12.7	Total Current Amount Billed
A.	AT&T-C is solely responsible for the determination of the appropriate Federal, State and local sales, use, excise, gross receipts or other taxes and tax associated rate elements applicable to billing for its existing or future services.