

DOCKET # 2012-
ISSUES BETWEEN AT&T KENTUCKY AND DUO COUNTY TELECOM
INTERCONNECTION AGREEMENT

GENERAL TERMS AND CONDITIONS

Issue No.	Issue Statement	Section	<i>CLEC Language</i>	CLEC's Position	<u>AT&T Kentucky's Language</u>	<u>AT&T Kentucky's Position</u>
1	Should AT&T be required to compensate Duo County for interim services at the agreed-upon rates?	9.18.1.3 of General Terms and Conditions	<i>9.18.1.3 Notwithstanding anything in this Agreement to the contrary, each party agrees to pay the other party for all services rendered prior to the Effective Date of this Agreement at the rates specified herein within thirty (30) days of the Commission's approval of the terms, conditions, and rates of this Agreement and that no limitation and/or term or condition of this Agreement shall limit or prevent the party from receiving full compensation for these interim services provided before the Effective Date of this Agreement.</i>	Duo County's position is that AT&T should be required to compensate Duo County for the use of Duo County's services during the interim period at the rates specified in the Agreement and/or in applicable filed and approved tariffs. AT&T requested these services and Duo County provided them pursuant to that request. It is unlawful and unfair for AT&T to receive the benefit of these services without paying for them.	<u>[No Section 9.18.1.3]</u>	AT&T Kentucky position is that 9.18.1.3 should not be included in the General Terms and Conditions and that it should not be responsible for compensating Duo County for interim services in a manner consistent with Duo County's rates and approved tariffs.

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ATTACHMENT 01

Issue No.	Issue Statement	Section	CLEC Language	CLEC's Position	AT&T Kentucky's Language	AT&T Kentucky's Position
2	Should agreements governing intercarrier compensation cover only Toll Traffic or should it cover all Access Traffic?	Title of Attachment 01	Attachment 01 – Non-Competing CLEC Access Only Traffic	Duo County's position is that the terms governing instances where Duo County is not competing with AT&T should apply to all instances where AT&T accesses the Duo County's network, and not just in instances involving toll traffic originating from an AT&T End User. Duo County's position is that the Commission order in <i>South Central Telecom, LLC v. Bellsouth Telecommunications, Inc.</i> , Case No. 2006-00448 (P.S.C. June 22, 2010) should govern.	Attachment 01 – Non-Competing CLEC <u>Toll</u> Only Traffic	AT&T Kentucky's position is that the Commission's order in <i>South Central Telecom, LLC v. Bellsouth Telecommunications, Inc.</i> , Case No. 2006-00448 (P.S.C. June 22, 2010) is not binding and, as such, the terms governing instances w. Duo County and AT&T are not competing should only apply in instances involving toll traffic.
3	Should AT&T be responsible for paying intercarrier compensation for traffic it delivers to Duo County's end users?	1.2 of Attachment 01	1.2 The Intercarrier Compensation provisions of this Attachment apply to Telecommunications intraLATA Toll Traffic originated and terminated between the Parties over each Party's own facilities. This traffic will either (a) originate from CLEC's End User located in another ILEC's incumbent local Exchange Area and terminate to an AT&T Kentucky End User, or (b) be delivered by AT&T for termination to CLEC's End User located in another ILEC's incumbent local Exchange Area.	Duo County's position is that the definition of Intercarrier Compensation should encompass all traffic that is delivered by AT&T to Duo County's End User, and not just traffic originated from an AT&T End User.	1.2 The Intercarrier Compensation provisions of this Attachment apply to Telecommunications intraLATA Toll Traffic originated and terminated between the Parties over each Party's own facilities. This traffic will either (a) originate from CLEC's End User located in another ILEC's incumbent local Exchange Area and terminate to an AT&T Kentucky End User, or (b) <u>originate from an AT&T End User and terminate to CLEC's End User</u> located in another ILEC's incumbent local Exchange Area.	AT&T Kentucky's position is that AT&T Kentucky should only be responsible for paying intercarrier compensation when traffic originates from an AT&T End User and AT&T Kentucky should not be required to compensate Duo County for AT&T's use of Duo County's network in other instances.
4	Should Duo County's access tariff apply to non-local traffic delivered by AT&T to Duo County's end user(s)?	4.2, 4.4 – 4.6, 5.0 – 5.4, and 6.0 of Attachment 01	4.2 Intentionally Left Blank 4.4 Switched Access Traffic Compensation: 4.4.1 CLEC shall bill AT&T Kentucky pursuant to its applicable tariff. 4.5 Intentionally Left Blank [No Section 4.6]	Yes; Duo County's position is that the terms of the Interconnection Agreement and Duo County's filed tariff should apply in a manner that is consistent with the Commission's order in <i>South Central Telecom, LLC v. Bellsouth Telecommunications, Inc.</i> , Case No. 2006-00448 (P.S.C. June 22, 2010), rather than these additional provisions in cases where	4.2 Primary Toll Carrier Arrangements: 4.2.1 A Primary Toll Carrier ("PTC") is a company that provides IntraLATA Toll Traffic service for its own End Users and potentially for a Third Party ILEC's End Users. In this ILEC arrangement, AT&T KENTUCKY, as the PTC receives the Third Party ILEC's End User IntraLATA Toll Traffic	No; AT&T Kentucky's position is that the Commission's order in <i>South Central Telecom, LLC v. Bellsouth Telecommunications, Inc.</i> , Case No. 2006-00448 (P.S.C. June 22, 2010), is not binding and, therefore, these additional terms are necessary.

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			<p>5.0 <i>Reserved for Future Use</i></p> <p><i>[No Section 5.1, 5.2, 5.3, 5.4, or 6]</i></p>	<p>AT&T Kentucky delivers traffic to Duo County's network.</p>	<p><u>revenues and pays the Third Party ILEC for originating these toll calls. AT&T KENTUCKY also pays the terminating switched access charges on behalf of the Third Party ILEC. In AT&T KENTUCKY, wherein Primary Toll Carrier arrangements are mandated and AT&T KENTUCKY is functioning as the PTC for a Third Party ILEC's End Users, the following provisions apply to the IntraLATA Toll Traffic that is subject to the PTC arrangement:</u></p> <p><u>4.2.1.1</u> <u>AT&T KENTUCKY shall deliver such IntraLATA Toll Traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T KENTUCKY is functioning as the PTC for a Third Party ILEC's End Users, the following provisions apply to the minutes of use terminating to CLEC. AT&T KENTUCKY and CLEC will work cooperatively to develop a percentage of the</u></p>	

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					<p><u>amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T KENTUCKY. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 111-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T KENTUCKY will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T KENTUCKY will compensate CLEC for this PTC traffic as it would for AT&T KENTUCKY originated traffic.</u></p> <p><u>4.2.2.1</u> <u>AT&T KENTUCKY shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the</u></p>	

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					<p style="text-align: center;"><u>terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T KENTUCKY for the use of its facilities at the rates set forth in AT&T KENTUCKY's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.</u></p> <p>4.4 <u>Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:</u></p> <p>4.4.1 <u>Intercarrier compensation for IXC Switched Access Traffic shall be on a MPB basis as described below.</u></p> <p>4.4.2 <u>The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the ATIS Ordering and Billing Forum's (OBF) Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended</u></p>	

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					<p><u>from time to time.</u></p> <p><u>4.4.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.</u></p> <p><u>4.4.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.</u></p> <p><u>4.4.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.</u></p> <p><u>4.4.5.1 The Parties also agree that AT&T KENTUCKY</u></p>	

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					<p>and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.</p> <p><u>4.4.6</u> Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of AURs to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</p> <p><u>4.4.7</u> MPB shall also apply to all jointly provided Switched Access minutes of use (MOU) traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</p> <p><u>4.4.7.1</u> CLEC will pay the database query charge</p>	

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					<p style="text-align: right;"><u>set forth in the AT&T KENTUCKY intrastate or interstate access services tariff.</u></p> <p><u>4.4.8</u> <u>AT&T KENTUCKY and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.</u></p> <p><u>4.4.9</u> <u>In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification, and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u></p> <p><u>4.5</u> <u>IntraLATA Toll Traffic Compensation:</u></p> <p><u>4.5.1</u> <u>For intrastate IntraLATA Message Telephone Service (MTS) Toll Traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 8YY service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed</u></p>	

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					<p><u>the compensation contained in AT&T KENTUCKY's intrastate tariff.</u></p> <p><u>4.5.2 For interstate IntraLATA MTS Toll Traffic, if any, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 8YY service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access tariff, but such compensation shall not exceed the compensation contained in the AT&T KENTUCKY's interstate tariff.</u></p> <p><u>4.5.3 The parties agree to compensate each other for ISP Bound Traffic on a minute of use basis at \$.0007 per minute of use. In the event of a dispute the parties will work collaboratively to identify any ISP Bound Traffic.</u></p> <p><u>4.5.4 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic, including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T KENTUCKY on a wholesale basis (non-resale) that is used by such Third Party to provide wireline local</u></p>	

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					<p>telephone Exchange Service (dial tone) to its End Users. In no event will AT&T KENTUCKY have any liability, financial or otherwise to CLEC or any Third Party for traffic that an AT&T KENTUCKY End User (or an End User of a reseller of AT&T KENTUCKY's local exchange service, or an End User placing an IntraLATA Toll call pursuant to the AT&T KENTUCKY PTC arrangement described in Section 4.2 above) did not originate.</p> <p><u>4.5.5</u> In the event that traffic is exchanged with a Third Party with which CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T KENTUCKY against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T KENTUCKY will not be required to function as a billing intermediary (e.g. clearinghouse). AT&T KENTUCKY may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</p> <p><u>4.5.6</u> To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties</p>	

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					<p><u>agree that the interconnection is complete (e.g., each Party has established its originating Trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.</u></p> <p><u>4.5.7 The Parties acknowledge that Section 4.5 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.</u></p> <p><u>4.6 Billing Arrangements for Termination of IntraLATA Toll Traffic:</u></p> <p><u>4.6.1 Each Party, unless otherwise agreed to by the Parties, will calculate terminating interconnection minutes of use based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each party to generate bills to the other Party.</u></p> <p><u>5.0 Recording for IXC AURs and Billable Messages</u></p> <p><u>5.1 AT&T KENTUCKY will provide Recording, Message Processing and message detail services to a CLEC. The terms and conditions under this Attachment will also apply when CLEC is the Recording Company.</u></p> <p><u>5.2 Responsibilities of the Parties:</u></p>	

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					<p>5.2.1 <u>AT&T KENTUCKY will record all IXC Transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T KENTUCKY provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T KENTUCKY provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T KENTUCKY.</u></p> <p>5.2.2 <u>AT&T KENTUCKY will perform Assembly and Editing, Message processing and provision of applicable AUR detail for IXC Transported messages if the messages are recorded by AT&T KENTUCKY.</u></p> <p>5.2.3 <u>AT&T KENTUCKY will provide AURs that are generated by AT&T KENTUCKY.</u></p> <p>5.2.4 <u>Assembly and Editing will be performed on all IXC transported messages recorded by AT&T KENTUCKY.</u></p> <p>5.2.5 <u>Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T KENTUCKY and provided to CLEC.</u></p>	

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					<p>5.2.6 <u>Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by officer, by feature group or by location.</u></p> <p>5.2.7 <u>AT&T KENTUCKY will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable by both Parties. In order for CLEC to receive End User billable Records, CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.</u></p> <p>5.2.8 <u>AT&T KENTUCKY requires CLEC to obtain a Hosted RAO code to receive AURs and End User billable records.</u></p> <p>5.2.9 <u>CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T KENTUCKY reserves the right to limit the frequency of transmission to existing AT&T KENTUCKY processing and work schedules, holidays, etc.</u></p> <p>5.2.10 <u>AT&T KENTUCKY will determine the</u></p>	

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					<p>number of data files required to provide the AUR detail to CLEC.</p> <p>5.2.11 <u>Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T KENTUCKY will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T KENTUCKY.</u></p> <p>5.2.12 <u>When AT&T KENTUCKY receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T KENTUCKY may forward those messages to CLEC.</u></p> <p>5.2.13 <u>AT&T KENTUCKY will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.</u></p> <p>5.2.14 <u>When CLEC is the Recording Company, CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T KENTUCKY under the same terms and conditions of this Section.</u></p> <p>5.3 <u>Basis of Compensation:</u></p> <p>5.3.1 <u>AT&T KENTUCKY, as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message detail for AURs</u></p>	

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					<p><u>ordered/required by CLEC in accordance with this Section on a reciprocal, no charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T KENTUCKY on a reciprocal, no charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.</u></p> <p>5.4 Limitation of Liability</p> <p>5.4.1 <u>Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.</u></p> <p>5.4.2 <u>Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.</u></p> <p>5.4.3 <u>When either Party is notified that, due to error or omission, incomplete data has been provided to the non-recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it</u></p>	

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					<p>to the non-Recording company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.</p> <p>5.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of the lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.</p> <p>5.4.5 Each Party will not be liable for any</p>	

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					<p><u>costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.</u></p> <p><u>6.0 Alternately Billed Traffic</u></p> <p><u>6.1 The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the End User for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate End User, the Parties have established procedures to accomplish these objectives as described in a separate Attachment Non-Intercompany Settlements (NICS).</u></p>	

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ATTACHMENT 02

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5	Who should bear the risk of loss for uncollectible NICS accounts?	3.6 of Attachment 02	3.6 <i>The Billing Party will use commercially reasonable efforts to collect messages billed on behalf of the Earning Party. Uncollectible amounts will be the responsibility of the Earning Party, provided, however, that the Billing Party will provide the Earning Party with Information (Billing name and address, etc.) to allow Earning Party to separately pursue collections of unpaid charges. Such uncollected amounts will be returned to Billing Party.</i>	Duo County's position is that, though a party may actually be billing individuals for the interconnection services that are rendered through the network on behalf of the earning party, the earning party is the individual benefiting from the customer's use of the network and, therefore, the earning party should bear the risk of uncollectible accounts as to their own customers. In this manner, the risk of loss is not foisted upon the party with no expectation of gain.	3.6 <u>The Party billing the End User shall be responsible for all uncollectible amounts.</u>	AT&T Kentucky's position is that the entity billing individuals for the interconnection services should bear the risk of loss despite the fact that the entity billing does not stand to profit from the collection of those billings.