

Ameritech



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1-8-99

June 24, 1999

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P. O. Box 7854
Madison, WI 53707-7854

Re: Application for Approval of the First Amendment to the Interconnection
Agreement Between Wisconsin Bell, Inc. and Net Lec, Inc.
Dated June 18, 1999

Dear Ms. Dorr:

Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin hereby requests approval,
pursuant to 47 USC 252, of the enclosed First Amendment to the Interconnection
Agreement between Wisconsin Bell and Net Lec, Inc.

Because the Commission requires that both parties join in the request for
approval, I am requesting that Net Lec confirm by letter to you, that it joins in this request
for approval.

Very truly yours,

Myron L. Cauble / mkl

MLC:mkl

cc: T. Ulrich, Net Lec
K. Barth, PSCW
E. Larsen, Ameritech
S. McDuff, Ameritech

*MLC
Jul*



AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

THIS AMENDMENT NO. 1 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Amendment No. 1") dated the 18th day of June, 1999 ("Amendment Effective Date") by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Wisconsin ("Ameritech") and NET LEC, LLC ("Requesting Carrier").

WHEREAS, the parties entered into the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 effective July 20, 1998 ("Interconnection Agreement"); and

WHEREAS, the parties desire to amend the Interconnection Agreement to address issues relating to the billing and collection of Ancillary Services Traffic.

NOW, THEREFORE, in condition of the mutual obligations set forth herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Interconnection Agreement as follows:

1. Delete Section 7.1 of the Interconnection Agreement and insert the following therefor:

"7.1.1 This **Section 7.1** applies to Ancillary Services Traffic which originates from (i) Requesting Carrier's Resale Services Customers via Resale Services or (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching or (iii) Requesting Carrier's physical switch which terminates in each case to the applicable information services platform connected to Ameritech's network.

7.1.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

7.1.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. Upon receipt of a request by Requesting Carrier when it submits an order for Unbundled Local Switching (per line class codes), Ameritech shall block such Ancillary Services Traffic at Ameritech's Unbundled

Ameritech shall block such Ancillary Services Traffic at Ameritech's Unbundled Local Switching to the extent permitted under Applicable Law. If Requesting Carrier utilizes its own or a third party switch, Requesting Carrier must establish blocking for Ancillary Services Traffic.

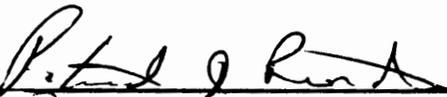
7.1.4 Requesting Carrier hereby elects to bill and collect for Ancillary Services Traffic in accordance with the terms and conditions set forth in **Schedule 7.1**. If Requesting Carrier fails to comply with the terms and conditions set forth in **Schedule 7.1**, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic to the extent permitted under Applicable Law."

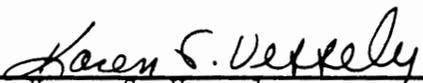
2. Insert the following new **Schedule 7.1**, attached hereto and incorporated by reference herein.
3. Except as modified herein, the Interconnection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the Parties as of the Amendment Effective Date.

NET LEC, LLC

AMERITECH INFORMATION INDUSTRY SERVICES, A DIVISION OF AMERITECH SERVICES, INC., ON BEHALF OF AMERITECH WISCONSIN

By: 
Name: Patrick D. Riordan
Title: President

By: 
Name: Karen S. Vessely
Title: President

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

1.0 DEFINITIONS

“555” is a service in which Providers offer information services for a fee to Customers who dial a number using the “555” prefix.

“976” is a service in which Providers offer audio services for a fee to Customers who dial a number using the “976” prefix.

“Abbreviated Dialing” is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

“Adjustments” are dollar amounts that are credited to a Customer’s account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

“Ancillary Services” include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

“Customer” is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

“Calling Party Pays Cellular” or “CPP Cellular” is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges to end the call without incurring charges.

“Calling Party Pays Paging” or “CPP Paging” is a service where a Customer placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

“Provider” is the entity which offers an Ancillary Service to a Customer.

“Uncollectibles” are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the call information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in **Exhibit A**. In the case where the Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information as specified in **Exhibit A** for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in the Ancillary Services Billing and Collection Service Guidelines ("**Guidelines**"). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting Carrier shall bill all calls within thirty (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier ("**Collection Services**"). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in **Section 6.0** of this **Schedule 7.1**;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in **Section 5.0** of this **Schedule 7.1**;

- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated. Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

A description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1** is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in **Exhibit D**.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under **Section 3.0** of this **Schedule 7.1**;
- b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;
- c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;
- d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the

amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment of amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in Section 25.6 of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Requesting Carrier. Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

Exhibit A
Daily Usage Information

Ameritech will send daily usage tapes, in EMR standard format, to Requesting Carrier containing the following message information for services specified in this Agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

EXHIBIT B
Requesting Carrier Compensation

Rate per billed message:

\$0.03

EXHIBIT C
Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Requesting Carrier within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Requesting Carrier 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT D
General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's service.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customer.
- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges, to the extent permitted under Applicable law.