

Mary S. Hobson (ISB# 2142)  
Stoel Rives LLP  
101 South Capitol Boulevard – Suite 1900  
Boise, ID 83702  
Telephone: (208) 389-9000  
Facsimile: (208) 389-9040  
[mshobson@stoel.com](mailto:mshobson@stoel.com)

RECEIVED   
FILED

2004 JUN 22 PM 3:27

IDAHO PUBLIC  
UTILITIES COMMISSION

Adam Sherr  
Qwest  
1600 7<sup>th</sup> Avenue - Room 3206  
Seattle, WA 98191  
Telephone: (206) 398-2507  
Facsimile: (206) 343-4040  
[adam.sherr@qwest.com](mailto:adam.sherr@qwest.com)

*Attorneys for Qwest Corporation*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION FOR APPROVAL OF THE  
OPERATOR SERVICES AGREEMENT  
WITH CTC TELECOM, INC. FOR THE  
STATE OF IDAHO**

CASE NO.:

*QWEST-7-04-15*

**APPLICATION FOR APPROVAL OF  
OPERATOR SERVICES AGREEMENT  
(CTC Telecom, Inc.)**

Qwest Corporation (“Qwest”) hereby files this Application for Approval of Operator Services Agreement (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

**BACKGROUND**

In the past, review and analysis of operator services agreements by state agencies and the FCC indicated to Qwest that agreements of this type did not fall within the Section 252 filing requirement. However, recent pronouncements by the FCC tell Qwest that such agreements should be filed. Therefore Qwest files the Agreement in order to eliminate any questions regarding to Qwest’s compliance with Section 252.

By way of background, the Commission may wish to know that the Minnesota Department of Commerce (“the Department”) initiated an investigation into Qwest’s agreements with CLECs in the fall of 2001. The Department requested and Qwest provided all of its agreements with CLECs executed after January 1, 2000. The purpose of the Department’s investigation and review was to determine whether Qwest had entered into agreements with CLECs that Qwest should have filed under Section 252. Qwest provided approximately 90 agreements to the Department, which included 20 standardized agreements for the provisioning of operator services.

On February 14, 2002, the Department identified eleven CLEC agreements that should have been filed, and listed them in a complaint filed with the Minnesota Commission. None of the standardized agreements relating to operator services were identified by the Department in the complaint as agreements that should have been filed under Section 252.

In the fall of 2002, the FCC was reviewing Qwest’s application for authority in nine states to provide interLATA services pursuant to Section 271. As part of Qwest’s application, the FCC reviewed Qwest’s compliance with its obligations under Section 252 to file agreements relating to section 251 services. In footnote 1746 of the nine-state 271 order, the FCC addressed a directory assistance agreement and noted parenthetically that it was “not 251-related.” *In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington, and Wyoming*, WC Docket No. 02 – 314 (rel. Dec. 23, 2002), at footnote 1746.

The Arizona Commission and Staff also undertook an investigation into allegedly unfiled agreements; Qwest provided the Arizona Staff with eight standardized directory assistance and operator services agreements. In its testimony, filed February 21, 2003, the Arizona Staff identified none of the operator services agreements as falling within the Section 252 filing requirement. After the hearing and briefing were completed in Arizona in May of 2003, Qwest was willing to enter a compromise to remove the question of whether the directory assistance agreement was subject to the filing requirement from further litigation in Arizona. Therefore, under Section 252 Qwest filed the eight-operator service agreements, as well as four other form agreements relating to ancillary services, for a total of twelve agreements, with the Arizona Commission on May 21, 2003.

Based on the reviews of the Minnesota Department of Commerce and the Arizona Staff, and the FCC's footnote in the nine-state 271 order, Qwest concluded that standardized agreements relating to operator services were not within the filing requirement. Nevertheless, these reviews showed that the issue was not free from ambiguity. What is of over-riding import, however, is that no CLEC has been denied the opportunity to receive these standardized operator services. These services always have been available to any requesting CLEC through Qwest's SGAT, provisions in other interconnection agreements, through Qwest's website postings, or simply through contacts with Qwest's wholesale organization.

The picture became more ambiguous on March 12, 2004, when the FCC issued its Notice of Apparent Liability (NAL) addressing Qwest's filing of the twelve Arizona agreements--eight of which were agreements for operator services. The NAL alleged that Qwest violated the filing requirement under Section 252 and should be assessed penalties for failing to file the twelve Arizona agreements until May 21, 2003. Qwest's response to the NAL was due May 12, 2004.<sup>1</sup>

Qwest does did not agree with the NAL regarding the Arizona agreements and it certainly does not agree that the circumstances warrant penalties due to the ambiguities regarding standardized agreements, and the mixed messages regarding operator services agreements in particular. However, in order to place these issues behind it and to move forward with other more current issues, Qwest determined not to contest the NAL and paid the recommended penalty.

Because the NAL alleged that the operator services agreements at issue in Arizona were within the section 252 filing requirement, and because Qwest has decided not to contest this finding, Qwest is hereby making remedial filings of all operator services agreements in each of its other thirteen in-region states. As stated above, any delay in the filing of these agreements had no discriminatory effect upon CLECs because these standardized services have always been available to any requesting carrier through commission-approved SGATs, opt-in opportunities relating to filed interconnection agreements, postings on Qwest's website, and through contacts with Qwest's wholesale organization.

---

<sup>1</sup> The FCC granted Qwest a 30-day extension, or until May 12, 2004, to respond to the NAL.

## CONCLUSION

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the state of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Qwest further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 22<sup>nd</sup> day of June, 2004.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP

and

Adam Sherr  
*Attorneys for Qwest*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22<sup>nd</sup> day of June, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF OPERATOR SERVICES AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

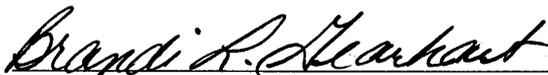
  X   Hand Delivery  
       U. S. Mail  
       Overnight Delivery  
       Facsimile  
       Email

Rick Wiggins  
CTC Telecom, Inc.  
130 Superior  
Cambridge, ID 83610

       Hand Delivery  
  X   U. S. Mail  
       Overnight Delivery  
       Facsimile  
       Email

Michael C. Creamer  
Givens Pursley  
277 North 6<sup>th</sup> Street  
Boise, ID 83701

       Hand Delivery  
  X   U. S. Mail  
       Overnight Delivery  
       Facsimile  
       Email



Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

## OPERATOR SERVICES AGREEMENT

This Operator Services Agreement ("Agreement") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and CTC Telecom, Inc. ("CTC"). This Agreement may refer to CTC or to USWC as a Party ("Party") to this Agreement. The Operator Service(s) provided in this Agreement (the "Services") shall be delivered in the state of Idaho.

**WHEREAS**, CTC desires to purchase and USWC desires to provide the Services as described and set forth in this Agreement.

**NOW THEREFORE**, in consideration of the promises, mutual covenant, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. SCOPE OF AGREEMENT

1.1 This Agreement sets forth the terms and conditions for the provision of the Services by USWC to CTC. The Services shall be provided, in the sole discretion of USWC, by live operators, computers (machine), or otherwise, and includes the following:

1.1.1 Local Assistance - Provide assistance to CTC's end user requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide such other information and guidance, including referral to business office and repair numbers, as may be consistent with USWC's customary practice for providing customer assistance.

1.1.2 IntraLATA Toll Assistance - Provide assistance to CTC's end user requesting help or information on placing or completing intraLATA toll calls. Nothing in this Agreement is intended to obligate USWC to provide any toll services to CTC or CTC's end users. USWC will direct CTC's end user to contact their carrier to complete intraLATA toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by CTC via collocation arrangements to route calls to CTC's platform.

1.1.3 Emergency Assistance - Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of CTC's end user, including, but not limited to, police, sheriff, highway patrol and fire. CTC will be responsible for providing USWC with the appropriate emergency agencies numbers and updates.

1.1.4 Busy Line Verify ("BLV") - Performed when CTC's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.

1.1.5 Busy Line Interrupt ("BLI") - Performed when CTC's end user requests assistance from the operator to interrupt a telephone call in progress after BLV

has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect CTC's end user and the called party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

1.1.6 Quote Service - Provide time and charges to hotel/motel and other end users of CTC for guest/account identification.

1.1.7 Coin Refund Requests - Provide information regarding CTC's end users requesting coin refunds.

1.1.8 Call Branding Services - Announces CTC's name at the introduction and conclusion of the call, where technically feasible.

1.2. If this Agreement arises out of an interconnection agreement or agreement for the resell of services between the Parties ("Interconnection Agreement"), then this Agreement shall be interpreted consistent with that Interconnection Agreement and the relationship of the Parties described therein. Further, the expiration or termination of the Interconnection Agreement, unless otherwise agreed in writing by the Parties, shall also end this Agreement.

## **2. TERMS AND CONDITIONS**

2.1 Interconnection to USWC Services from an end office to USWC is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the USWC Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote USWC Operator Services switch.

2.2 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.

2.3 Operator Services interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.

2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore Document No. FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/intraLATA trunks) established between the Parties' respective operator bureaus.

- 2.7 USWC will perform Services provided under this Agreement in accordance with operating methods, practices, and standards in effect for all its end users.
- 2.8 It is understood that USWC shall have no obligation to supply a Service where facilities or technical abilities are limited. USWC, in its reasonable discretion, may modify and change the nature, extent and detail of the Services from time to time during the term hereof.
- 2.9 CTC will complete the "USWC Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Services, and CTC represents that the information is true and correct to the best of its knowledge and belief.
- 2.10 USWC shall maintain adequate equipment and personnel to reasonably perform the Services. CTC shall provide and maintain the facilities necessary to connect its end users to the place(s) where USWC provides the Services and to provide all information and data needed or reasonably requested by USWC in order to perform the Services.

### **3. TERM AND TERMINATION**

This Agreement arises out of an Interconnection Agreement between the Parties which was approved by the Public Utilities Commission in the state of Idaho. This Agreement shall become effective upon the latest signature date and shall terminate at the same time as the said Interconnection Agreement. Provided, however, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other.

### **4. CHARGES**

- 4.1. The charges for the Services provided by USWC under this Agreement are listed in Exhibit A, attached hereto and incorporated herein by reference.
- 4.2. The charges listed in Exhibit A shall be subject to adjustment upon thirty (30) days prior written notice.

### **5. BILLING**

- 5.1. USWC will track usage and bill CTC, and CTC will pay USWC for the calls placed by CTC's end users and facilities.
- 5.2 Usage will be calculated according to Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls), as defined in Exhibit A, and USWC will charge CTC whichever is lower.
- 5.3 If, due to equipment malfunction or other error, USWC does not have available the necessary information to compile an accurate billing statement, USWC may render a reasonably estimated statement, but shall notify CTC of the methods of such estimate and cooperate in good faith with CTC to establish a fair, equitable estimate. USWC shall render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

- 5.4 CTC alone and independently establishes all prices it charges its end users for Services provided by means of this Agreement, and USWC is not liable or responsible for the collection of any such amounts.
- 5.5 A non-recurring set up and recording fee will be applicable for establishing the custom Call Branding option, if selected. Such non-recurring charge(s) must be paid prior to commencement of the service.

Call Branding	\$7, 120.00
---------------	-------------

**6. PAYMENT**

- 6.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of statement.
- 6.2 Unless prohibited by law, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less.
- 6.3 Should CTC dispute any portion of the statement under this Agreement, CTC will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. CTC shall pay all amounts due. Both CTC and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

**7. CONFIDENTIAL INFORMATION**

- 7.1 "Confidential Information" means all documentation and technical and business information, whether oral, written or visual, which is legally entitled to be protected from disclosure, which a Party to this Agreement may furnish to the other Party or has furnished in contemplation of this Agreement to such other Party. Each Party agrees (1) to treat all such Confidential Information strictly as confidential and (2) to use such Confidential Information only for purposes of performance under this Agreement or for related purposes.
- 7.2 The Parties shall not disclose Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of an obligation to, or in connection with any proceeding before any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. The Parties' obligations under this Section shall continue for one (1) year following termination or expiration of this Agreement.

**8. FORCE MAJEURE**

With the exception of payment of charges due under this Agreement, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

**9. LIMITATION OF LIABILITY**

USWC SHALL BE LIABLE TO CTC, AND CTC ONLY, FOR THE ACTS OR OMISSIONS OF USWC, EXPRESSLY INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF USWC OR THOSE ATTRIBUTABLE TO USWC, IN CONNECTION WITH USWC'S SUPPLYING OR CTC'S USING THE SERVICES, BUT STRICTLY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THIS AGREEMENT. IT IS EXPRESSLY AGREED THAT USWC'S LIABILITY TO CTC, AND CTC'S SOLE AND ONLY REMEDY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT SHALL BE A REFUND TO CTC OF THE AMOUNT OF THE CHARGES BILLED AND PAID BY CTC TO USWC FOR FAILED OR DEFECTIVE SERVICES. UNDER NO CIRCUMSTANCES OR THEORY, WHETHER BREACH OF AGREEMENT, PRODUCT LIABILITY, TORT, OR OTHERWISE, SHALL USWC BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES OR INCIDENTAL DAMAGES, AND ANY CLAIM FOR DIRECT DAMAGES SHALL BE LIMITED AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL USWC EVER BE LIABLE TO CTC'S END USERS FOR ANY DAMAGES WHATSOEVER.

**10. INDEMNIFICATION**

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Further, CTC hereby indemnifies USWC from any claims made against it by a CTC's end user on account of CTC's end user's use or attempted use of the Service, regardless of the cause thereof excepting only, the intentional, malicious misconduct of USWC. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

## **11. LAWFULNESS OF AGREEMENT**

- 11.1. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to CTC to that effect.
- 11.2. If a provision of this Agreement is so terminated, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

## **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which Services are delivered to the end user.

## **13. DISPUTE RESOLUTION**

Any claim, controversy or dispute between the Parties shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law and knowledgeable about telecommunications. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

## **14. DEFAULT**

If a Party defaults in the performance of any substantial obligation herein, and such default continues, uncured and uncorrected, for thirty (30) days after written notice to cure or correct such default, then the non-defaulting Party may immediately terminate this Agreement. Subject to Section 9 (Limitation of Liability) above, the non-defaulting Party may also pursue other permitted remedies by arbitration as set forth above.

## **15. SUCCESSORS, ASSIGNMENT**

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other Party, which permission shall not unreasonably be withheld; provided, however, that USWC may assign its rights and delegate its duties under this Agreement to its parent, its subsidiaries, or its affiliates without prior, written permission.

## **16. AMENDMENTS TO AGREEMENT**

The Parties may by mutual agreement and execution of a written amendment to this Agreement amend, modify, or add to the provisions of this Agreement.

**17. NOTICES**

All notices required or appropriate in connection with this Agreement shall be in writing and shall be deemed effective and given upon deposit in the United States Mail, postage pre-paid, addressed as follows:

**CTC**  
Rick Wiggins  
130 Superior  
Cambridge, ID 83610

**USWC**  
Director Interconnection Compliance  
1801 California Street, Suite 2410  
Denver, Colorado 80202

**Copy to:**  
Givens Pursley  
Mr. Michael C. Creamer  
277 North 6th Street  
Boise, Idaho 83701

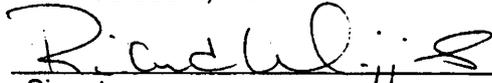
**Copy to:**  
U S WEST Law Department  
General Counsel-Interconnection  
1801 California, Suite 5100  
Denver, Colorado 80202

**18. ENTIRE AGREEMENT**

This Agreement, including all exhibits and properly executed amendments, is the entire Agreement between the Parties.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

**CTC Telecom, Inc.**

  
\_\_\_\_\_  
Signature  
Richard Wiggins  
\_\_\_\_\_  
Name Printed/Typed  
President  
\_\_\_\_\_  
Title  
8-24-99  
\_\_\_\_\_  
Date

**U S WEST Communications, Inc.**

  
\_\_\_\_\_  
Signature  
BRUCE A. MEACHAM  
\_\_\_\_\_  
Name Printed/Typed  
ACCOUNT MANAGER  
\_\_\_\_\_  
Title  
8-30-99  
\_\_\_\_\_  
Date

**EXHIBIT A  
CHARGES**

**Idaho**

<b>OPTION A: Price Per Message</b>		
Operator Handled Calling Card	\$ 0.46	For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
Machine Handled Call	\$ 0.18	For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
Station Call	\$ 0.84	For each completed station call, including station sent paid, collect, 3rd number special billing or 0- calling card call.
Person Call	\$ 2.05	For each completed person-to-person call regardless of the billing used by the end user.
Connect to Directory Assistance	\$ 0.55	For each operator placed call to directory assistance.
Busy Line Verify	\$ 0.72	For each call where the operator determines that conversation exists on a line.
Busy Line Interrupt	\$ 0.87	For each call where the operator interrupts conversation on a busy line and requests release of the line.
Operator Assistance	\$ 0.36	For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator, and no attempt is made to complete a call; calls for quote service.

"Completed call" as used in this Agreement shall be conclusively determined to mean that "end user makes contact with the location, telephone number, person, or extension designated by the end user".

A completed call shall be computed, calculated and recorded in accordance with the methods and practices of USWC and the operating capacity and ability of USWC's measuring equipment.

**EXHIBIT A  
(page 2)**

**CHARGES**

**Idaho**

<b>OPTION B: Price Per Work Second and Computer Handled Calls</b>		
Operator Handled	\$ 0.0181	Per operator work second for all operator assisted Services and functions of Services.
Machine Handled	\$ 0.13	Per call for all Services which are handled solely by computers and USWC equipment.

CTC is charged per work second for all calls originating from its end user(s) and facilities that go to USWC's operator facilities for handling. Work second charging begins when the USWC operator position connects with CTC's end user and terminates when the connection between the USWC operator position and CTC's end user is terminated.

Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.