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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

REVISED JOINT DECISION POINT LIST VIII (9/18/01)
(MISCELLANEOUS)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
- Category II: common to **WorldCom** and *AT&T* (pricing/costing)
- Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
- Category IV: unique to WorldCom
- Category V: unique to AT&T
- Category VI: Verizon supplemental issues with WorldCom
- Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

- WorldCom** (bold)
- Cox (underline text)
- AT&T* (italic)

| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Petitioners' Rationale | Verizon's Proposed Contract Language | Verizon Rationale |
|-----------|---|--|---|--|--|
| VI-1(Y) | To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Alternate Billed Calls | The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties. <u>Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user, and not either Party, is responsible for payment of alternate billed calls for the intraLATA intrastate calls made or accepted by that end user.</u> | Verizon proposed the inclusion of Section 1.1 of its Additional Services Attachment, which states "[t]he Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties." WorldCom does not oppose the inclusion of this language if it were supplemented with the following | Additional Services Attachment: 1. Alternate Billed Calls 1.1 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties. | Section 1.1 of Verizon's additional services attachment to Verizon's proposed interconnection agreement provides that the Parties will engage in settlements of intraLATA, intrastate, alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective customers in accordance with an arrangement mutually agreed to by the Parties. WorldCom does not object to Verizon VA's proposed language assuming addition of the following |

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| | | | <p>language: "Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept."</p> <p>Without the addition of this proposed language, Verizon's proposal would improperly establish what is essentially a billing and collection agreement between Verizon and WorldCom for situations in which Verizon and the end-user (who might be served by WorldCom) have contractually agreed that the end-user will render payment to Verizon for services provided by Verizon.</p> <p>(See Rebuttal Testimony of Mark Argenbright, dated September 5, 2001 at 28-29).</p> | | <p>language: "Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept."</p> <p>Thus, the main dispute between Verizon VA and WorldCom appears to relate to the question of which carrier must bear the financial risk that the appropriate charges to the WorldCom local end-user will be uncollected. In this circumstance (<i>i.e.</i> in which WorldCom has the relationship with the end-user rather than Verizon VA), it is appropriate for WorldCom to bear the financial risk of the uncollectable charges incurred as a result of WorldCom's end-user obtaining access to other providers.</p> <p>The whole premise of WorldCom's argument that Verizon should be in the middle of a relationship between WorldCom's end-user and another provider is its false assumption that Verizon has voluntarily contracted with other providers. This is not necessarily the case.</p> <p>Although WorldCom complains that it would not be proper or fair for WorldCom to guarantee that the end-users will render payment, it is less</p> |

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| | | | <p>language: "Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept."</p> <p>Without the addition of this proposed language, Verizon's proposal would improperly establish what is essentially a billing and collection agreement between Verizon and WorldCom for situations in which Verizon and the end-user (who might be served by WorldCom) have contractually agreed that the end-user will render payment to Verizon for services provided by Verizon.</p> <p>(See Rebuttal Testimony of Mark Argenbright, dated September 5, 2001 at 28-29).</p> | | <p>language: "Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept."</p> <p>Thus, the main dispute between Verizon VA and WorldCom appears to relate to the question of which carrier must bear the financial risk that the appropriate charges to the WorldCom local end-user will be uncollected. In this circumstance (<i>i.e.</i> in which WorldCom has the relationship with the end-user rather than Verizon VA), it is appropriate for WorldCom to bear the financial risk of the uncollectable charges incurred as a result of WorldCom's end-user obtaining access to other providers.</p> <p>The whole premise of WorldCom's argument that Verizon should be in the middle of a relationship between WorldCom's end-user and another provider is its false assumption that Verizon has voluntarily contracted with other providers. This is not necessarily the case.</p> <p>Although WorldCom complains that it would not be proper or fair for WorldCom to guarantee that the end-users will render payment, it is less</p> |

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| | | | | | <p>proper or fair to expect Verizon to guaranty payments by WorldCom's end users when it no longer has the relationship with the end-user.</p> <p><i>See Verizon VA's Ausut 17 Direct Testimony On Mediation Issues (Miscellaneous) at 5; Verizon VA's September 5 Rebuttal Testimony On Mediation Issues (Miscellaneous) at 1.</i></p> |
| VI-1(Z) | To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Dialing Parity – Section 251(b)(3) | RESOLVED | RESOLVED | RESOLVED | RESOLVED |
| VI-1(AA) | To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Information Services Traffic | <p>WorldCom proposes to delete Verizon's proposed Additional Services Attachment, Section 5 and to add the following.</p> <p>Either Party may purchase, for the sole purpose of billing and collections activity, from the other Party, Bill-Name and Address at the rates set forth in this Agreement.</p> | <p>WorldCom opposes the inclusion of Section 5 of Verizon's information services attachment for two reasons. First, Verizon's language holds <u>WorldCom</u> responsible for full payment to Verizon if a WorldCom end-user does not pay for Voice Information services provided by a third Party, despite the fact that WorldCom is not a party to the contractual relationship between the end-user and the third party.</p> <p>Second, Verizon's proposed language improperly exempts this traffic from reciprocal compensation obligations. Because Voice Information services</p> | <p>Additional Services Attachment</p> <p>5 Information Services Traffic</p> <p>5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or similar traffic with AIN service</p> | Section 5 of the Additional Services Attachment to Verizon VA's proposed interconnection agreement addresses the parties' respective responsibilities regarding the terms and conditions for the exchange of information services traffic. Although telecommunications carriers in Virginia are not permitted to provide the services that result in the traffic addressed in Section 5, it is appropriate for inclusion in the parties' interconnection agreement to provide for circumstances in which the agreement that results from this arbitration is adopted for use in a state where the information services |

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| | | | <p>traffic is either IntraLATA/intrastate toll or local depending on the to/from numbers on the call, it should be subject to either Reciprocal Compensation or switched access charges.</p> <p>Verizon believes that WorldCom should "bear the financial risk of uncollectable charges" incurred as a result of voice information service traffic because "WorldCom has the relationship with the end-user."</p> <p>This is simply unsustainable. WorldCom should not be required to bear the risk of these "uncollectable charges." The fact that a WorldCom end-user might access a voice information service does not obligate <u>WorldCom</u> to be financially responsible for the customer's payment of that call.</p> <p>The end-user purchasing the voice information service is a customer of the third-party voice information service provider, and WorldCom merely provides local network access to the end-user. WorldCom is no more a party to that transaction than it is to a catalog order that a WorldCom end-user may place by telephone. If a customer refused to pay after receiving the catalog merchandise, it would be unreasonable for the merchant to expect WorldCom to meet</p> | <p>interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation as Local Traffic under the Interconnection Attachment.</p> <p>5.2 If a **CLEC Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by **CLEC, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless **CLEC has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from **CLEC's Customers, **CLEC shall pay to Verizon without discount the Voice Information Services provider charges. **CLEC shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.</p> <p>5.3 **CLEC shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In</p> | <p>traffic addressed in Section 5 is an issue or, alternatively, to the extent that the services that result in such traffic become permitted in Virginia in the future. Verizon VA's proposed language is reasonable and applies non-discriminatorily to all CLECs.</p> <p>The main dispute between Verizon VA and WorldCom appears to relate to the question of which carrier must bear the financial risk that the appropriate charges to the WorldCom local end-user will be uncollected. In this circumstance (<i>i.e.</i> in which WorldCom has the relationship with the end-user rather than Verizon VA), it is appropriate for WorldCom to bear the financial risk of the uncollectable charges incurred as a result of WorldCom's end-user obtaining access to the Voice Information Service provider.</p> <p>The whole premise of WorldCom's argument that Verizon should be in the middle of a relationship between WorldCom's end-user and another provider is its false assumption that Verizon has voluntarily contracted with other providers. This is not necessarily the case.</p> <p>The extent to which this is an issue will vary from state to state depending on the services offered or</p> |

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| | | | <p>the customer's payment obligation simply because WorldCom provided the end-user with telephone service. The same is true in the context of calls that end-users place to information service providers. In both instances, WorldCom has no control over the end-users' decisions to pay for these calls, and should not be made the guarantor of these payments. (See Rebuttal Testimony of Mark Argenbright, dated September 5, 2001 at 29-31).</p> | <p>the event **CLEC exercises such option, **CLEC will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow **CLEC to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless **CLEC has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from **CLEC's Customers, **CLEC shall pay to Verizon without discount the Voice Information Services provider charges. **CLEC shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.</p> <p>5.4 **CLEC shall pay Verizon such charges in full regardless of whether or not it collects charges for such calls from its own Customers.</p> <p>5.5 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from **CLEC Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, **CLEC shall either (a) pay to Verizon without discount the Voice Information Services provider</p> | <p>allowed in that state. Nevertheless, to the extent that a Verizon company has performed a billing and collection function for third party providers, it usually has done so as a result of terms required by a state commission in a Verizon company's tariff. Although WorldCom complains that it would not be proper or fair for WorldCom to guarantee that the end-users will render payment, it is less proper or fair to expect Verizon to guaranty payments by WorldCom's end users when it no longer has the relationship with the end-user. Generally, to balance the risk of the uncollectable charges, state commissions provide the manner and means by which the service provider can terminate or block services to end-users. The requirements to terminate or block services to end-users are not yet tailored to an environment in which a variety of competitors may serve the end-user. The lack of this appropriately tailored remedy, coupled with the fact that Verizon no longer has any relationship with the end-user, leaves Verizon left with inadequate protections against a WorldCom end-user who may choose to use the line it purchases from WorldCom to access the services of third parties. Because Verizon did not voluntarily undertake a billing and collection arrangement with all</p> |

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| | | | | <p>charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from **CLEC's Customers.</p> <p>5.6 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.</p> <p>5.7 In the event **CLEC exercises such option, **CLEC will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow **CLEC to route information services traffic originated on its network to Verizon.</p> | <p>third parties and because WorldCom has the ability to structure its relationship with the end-user to protect against that end-user's failure to pay charges arising out of the end-user's use of the line, it is WorldCom that should bear this risk and not Verizon.</p> <p>WorldCom should not be permitted to interject the new issue regarding the reciprocal compensation scheme for what it calls "oddball codes." Moreover, such an issue is more appropriately addressed by the Intercarrier Compensation Panel, which generally has discussed the appropriate reciprocal compensation obligations in light of the Commission's <i>ISP Remand Order</i> as well as WorldCom's suggestion that NPA-NXXs should be used to determine the applicable compensation scheme.</p> <p>See Verizon VA's Ausut 17 Direct Testimony On Mediation Issues (Miscellaneous) at 6; Verizon VA's September 5 Rebuttal Testimony On Mediation Issues (Miscellaneous) at 1.</p> |
| VI-1(BB) | To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? --- | RESOLVED | RESOLVED | RESOLVED | RESOLVED |

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| | Telephone numbers | | | | |
| VII-26 | Should Verizon be compensated when its personnel arrive to perform services for an AT&T customer and are unable to gain access to the premises? | <i>RESOLVED</i> | <i>RESOLVED</i> | <i>RESOLVED</i> | <i>RESOLVED</i> |
| VII-27 | Resolved issues | <i>RESOLVED</i> | <i>RESOLVED</i> | <i>RESOLVED</i> | <i>RESOLVED</i> |

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