

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
			require Verizon to bear its own development costs; and fails to require Verizon to provide updated electronic versions of the price schedule. See 8/17 Argenbright Direct at 27-28.		
IV-33	Should the ICA contain a Local Service Resale provision that: (1) sets forth the amount that WorldCom will pay to Verizon for services if such services are tariffed by Verizon for sale to subscribers who are not "Telecommunications Carriers" under the Act (that amount being the Tariff rate for each retail Telecommunications Service subject to wholesale pricing, as reduced by the applicable percentage discount set forth in Table I); (2) explains that if Verizon revises such tariffed rates during the term of the ICA, the applicable percentage discount will be applied to the revised rate; and (3) provides that no discount shall apply (absent agreement otherwise) to Verizon Telecommunications Services that are tariffed by Verizon for sale to subscribers who are Telecommunications Carriers, or to any Verizon services other than Telecommunications Services that Verizon may choose to offer for resale?	RESOLVED	RESOLVED	RESOLVED	RESOLVED
IV-35	Should the ICA contain a provision that states that reciprocal	Attachment I, Sections 4.2 through 4.2.1.4.2.1.	This provision is necessary because it implements sections 251(b)(5) and	Same proposal to WorldCom as associated with Issue I-5	Same proposal to WorldCom as associated with Issue I-5

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	<p>compensation for the exchange of Local Traffic shall be paid?</p>	<p>4.2 Compensation for the Termination of Local Traffic</p> <p>4.2.1 Reciprocal Compensation for Local Traffic</p> <p>4.2.1.1 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes traffic directed to information service providers.</p> <p>4.2.1.3 Rates for transport and termination of Local Traffic must be symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCI charges Verizon for the transport and termination of Local</p>	<p>252(d)(2) of the Act, which requires the parties to provide reciprocal compensation for the exchange of non-ISP local traffic. The current interconnection agreement contains a similar provision. <u>See</u> 8/17 Argenbright Direct at 29, 31.</p> <p>Consistent with this Commission's recent order regarding traffic to internet service providers, WorldCom is willing to modify section 4.2.1.2 to make clear that traffic to internet service providers is not local traffic for reciprocal compensation; however, traffic to information service providers should still be included. <u>See id.</u> at 30-31.</p> <p>Verizon appears to agree that a provision regarding reciprocal compensation is needed, but has proposed competing language. Verizon's language is inadequate, and improperly defines internet traffic in relation to a "2:1 ratio." <u>See id.</u> at 31-32.</p> <p>Verizon has not submitted testimony addressing the merits of this issue, and WorldCom's proposed language should be adopted. <u>See</u> 9/5 Argenbright Rebuttal at 22-23.</p>	<p>(Intercarrier Compensation):</p> <p>1. Traffic Measurement and Billing over Interconnection Trunks</p> <p>1.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.</p> <p>1.1.1 As used in this Section 1, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.</p> <p>1.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of</p>	<p>(Intercarrier Compensation):</p> <p>Verizon VA's proposed language is directly responsive to the Commission's instructions to the Parties to revisit their Issue I-5 (Intercarrier Compensation) positions in light of the <i>ISP Remand Order</i>. The language proposed by Verizon VA is necessary to implement that Order in a manner that is fair, consistent and nondiscriminatory.</p> <p><u>See</u> Rebuttal Testimony of Steven J. Pitterle and Pete D'Amico, dated August 17, 2001, at pp. 2-9.</p>

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		<p>Traffic equals the rates Verizon charges MCI for the same services.</p> <p>4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.</p> <p>4.2.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.</p> <p>4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.</p> <p>4.2.1.4.1.2 Where MCI's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCI shall also charge Verizon for tandem switching in accordance with this Section.</p> <p>4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCI.</p>		<p>calls passed with CPN information.</p> <p>1.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.</p> <p>1.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic</p>	

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		4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.		<p>delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly.</p> <p>Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 2.3.2.1 below.</p> <p>1.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</p> <p>1.4 Nothing in this Agreement</p>	

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				<p>shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</p> <p>2. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act</p> <p>2.1 Reciprocal Compensation Traffic Interconnection Points. [NOTE: SECTION 2.1 TO BE REVISED CONSISTENT WITH VERIZON'S COMPROMISE VGRIP PROVISIONS CONTAINED IN THE PROPOSED AT&T INTERCONNECTION AGREEMENT THAT VERIZON ATTACHED TO THE ANSWER IT FILED WITH THE FCC.]</p> <p>2.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which ***CLEC Acronym TXT*** will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("***CLEC Acronym TXT***-IPs") shall be as follows:</p> <p>2.1.1.1 For each LATA in which ***CLEC Acronym TXT*** requests to interconnect with Verizon, except as otherwise agreed by the Parties, ***CLEC Acronym TXT*** shall establish a ***CLEC Acronym TXT*** IP in each Verizon Rate</p>	

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				<p>Center Area where ***CLEC Acronym TXT*** chooses to assign telephone numbers to its Customers. ***CLEC Acronym TXT*** shall establish such ***CLEC Acronym TXT***-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section ____ or Section ____ of this Attachment.</p> <p>2.1.1.2 At any time that ***CLEC Acronym TXT*** establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which ***CLEC Acronym TXT*** is interconnected or requesting interconnection with Verizon, either Party may request in writing that such ***CLEC Acronym TXT*** Collocation site be established as the ***CLEC Acronym TXT***-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such ***CLEC Acronym TXT***-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ***CLEC Acronym TXT*** shall bill and Verizon shall pay the</p>	

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				<p>lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ***CLEC Acronym TXT*** or a third party), from the originating Verizon End Office to the receiving ***CLEC Acronym TXT***-IP.</p> <p>2.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, ***CLEC Acronym TXT*** may maintain existing CLEC-IPs, except that Verizon may request in writing to transition such ***CLEC Acronym TXT***-IPs to the ***CLEC Acronym TXT***-IPs described in subsections 2.1.1.1 and 2.1.1.2, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to CLEC-IPs that conform to subsections 2.1.1.1 and 2.1.1.2 above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ***CLEC Acronym TXT*** shall bill and Verizon shall pay only the</p>	

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				<p>lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ***CLEC Acronym TXT*** or a third party), from Verizon's originating End Office to the ***CLEC Acronym TXT*** IP.</p> <p>2.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:</p> <p>2.1.2.1 For Reciprocal Compensation Traffic delivered by ***CLEC Acronym TXT*** to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.</p> <p>2.1.2.2 For Reciprocal Compensation Traffic delivered by ***CLEC Acronym TXT*** to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.</p> <p>2.1.3 Should either Party offer additional IPs to any</p>	

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				<p>Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such ***CLEC Acronym TXT***-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then ***CLEC Acronym TXT*** shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the ***CLEC Acronym TXT***-IP.</p> <p>2.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.</p> <p>2.2 Reciprocal Compensation. The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the [Pricing Attachment]. These rates are to be applied at the ***CLEC Acronym TXT***-IP for traffic delivered by Verizon for termination by ***CLEC Acronym TXT***, and at the</p>	

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				<p>Verizon-IP for traffic delivered by ***CLEC Acronym TXT*** for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by ***CLEC Acronym TXT*** or the ***CLEC Acronym TXT***-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p>2.3 Traffic Not Subject to Reciprocal Compensation.</p> <p>2.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.</p> <p>2.3.2 Reciprocal Compensation shall not apply to Internet Traffic.</p>	

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				<p>2.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).</p> <p>2.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.</p> <p>2.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.</p> <p>2.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.</p> <p>2.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.</p> <p>2.3.7 Reciprocal Compensation shall not apply to Voice Information</p>	

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				<p>Service Traffic (as defined in Section [?]).</p> <p>2.4 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TXT*** to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TXT***.</p> <p>3. Other Types of Traffic</p> <p>3.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.</p> <p>3.2 Subject to Section 3.1 above, interstate and intrastate Exchange</p>	

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				<p>Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.</p> <p>3.3 For any traffic originating with a third party carrier and delivered by ***CLEC Acronym TXT*** to Verizon, ***CLEC Acronym TXT*** shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ***CLEC Acronym TXT***.</p> <p>3.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.</p> <p>3.5 Interconnection Points.</p> <p>3.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 2.1 above.</p> <p>3.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of</p>	

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				<p>the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 2.1 above.</p> <p>3.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.</p> <p>3.6 Extended Local Calling Scope Arrangement. An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's</p>	

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				<p>basic exchange serving area.</p> <p>3.7 FCC Internet Order. Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, adopted April 18, 2001.</p> <p>3.8 FCC Regulations. The unstayed, effective regulations promulgated by the FCC, as amended from time to time.</p> <p>3.9 Internet Traffic. Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</p> <p>3.10 IP (Interconnection Point). For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.</p> <p>3.11 Measured Internet Traffic. Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet</p>	

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				<p>Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's applicable tariffs. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.</p> <p>3.12 Reciprocal Compensation. The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section [?]).</p> <p>3.13 Reciprocal Compensation Traffic. Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications</p>	

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				<p>traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.</p>	

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				<p>3.14 Toll Traffic. Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.</p> <p>3.15 Traffic Factor 1. For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. $(\text{[Interstate Traffic Total Minutes of Use \{excluding Measured Internet Traffic Total Minutes of Use\} \div \{Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use\}] \times 100)$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."</p> <p>3.16 Traffic Factor 2.</p>	

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				<p>For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic.</p> $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100 \right)$ <p>Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."</p>	
IV-36	Should the ICA contain a Detailed Schedule of Itemized Charges (Table I of Attachment I)?	Attachment I, Table I.	<p>This provision is necessary to comply with the Act's requirement that interconnection agreements "include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." 47 U.S.C. §252(a)(1). <u>See</u> 8/17 Argenbright Direct at 32.</p> <p>Verizon appears to agree that there should be a pricing schedule, and asserts that its schedule should be adopted. That issue is addressed under Issues II-1 and II-2; this issue was simply raised to ensure that a pricing table appears in the</p>	<p><i>See</i> Verizon's Proposed Interconnection Agreement, Exhibit A (Pricing Schedule); <i>see also Issue III-18</i>.</p>	<p>Verizon, of course, does not oppose the inclusion of a schedule of itemized charges, and Exhibit A to Verizon's model interconnection agreement includes a pricing schedule. Verizon does not, however, agree with the items (or the prices) that WorldCom expects to be on that schedule. For example, WorldCom lists many services in Table 1 that are not UNEs. The rates and elements that should be included in Pricing Schedule will be established in the cost and pricing portion of this arbitration (Issues II-1 and II-2). <i>See also Issue III-18 (including citations to testimony)</i>.</p>

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			<p>interconnection agreement. <u>See id.</u> at 33.</p> <p>There appears to be no dispute on the narrow question that WorldCom intended to raise with this issue. <u>See id.</u>; 9/5 Argenbright Rebuttal at 23.</p>		
IV-85	<p>Should the Interconnection Agreement contain a provision stating that, in the event of a conflict between the rates and charges set forth in the Interconnection Agreement and those set forth in a Tariff, the Interconnection Agreement should control? Should that provision further provide that the Tariff and the Interconnection Agreement should be construed to avoid any conflicts, and that changes or modifications to Tariffs filed by one Party that materially and adversely alter the terms of the Interconnection Agreement shall be effective against the other Party only upon that Party's written consent, or upon an order of the Commission?</p>	<p>Part A, Sections 1.3, 1.3.1 – 1.3.3.</p> <p>1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:</p> <p>1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this</p>	<p>This provision is necessary because it clarifies the relationship between the Interconnection Agreement and Tariffs, thereby precluding Verizon or WorldCom from filing a tariff that would govern or supercede the services and arrangements of the agreement in an inconsistent manner from that established in the agreement.</p> <p>Verizon cannot abrogate its contractual obligations merely by filing a conflicting tariff. The Interconnection Agreement is the document that controls the relationship between the parties.</p> <p>Verizon's assertion that a tariff can trump the Interconnection Agreement negotiation or arbitration process is plainly incorrect. It would eviscerate the careful interconnection scheme established by Congress. For example, under Verizon's theory, a new entrant could request negotiation for an interconnection agreement with Verizon, engage in several months of</p>	<p><i>See Issue III-18 above</i></p>	<p><i>See Issue III-18 above</i></p>

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		<p>Section [1.3.1] shall remain subject to Section [1.3.3].</p> <p>1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section [1.3]. [Agreed]</p> <p>1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.</p>	<p>negotiation, petition for arbitration for all unresolved issues, go through a lengthy arbitrating and hearing process, obtain a completed interconnection agreement, engage in subsequent litigation over the legality of certain terms, and finally resolve those issues – only to find that its interconnection agreement has been partially or entirely superceded by a tariff filed by Verizon with a state commission. It is incomprehensible that Congress intended such a result.</p> <p>Verizon's response that in filing a tariff it is not acting unilaterally – is simply wrong. It is only Verizon that can change its tariff. Verizon's assertion that CLECs should not be able to "pick and choose" between an interconnection agreement rate, term or condition, and a lower tariffed rate, term or condition is nonsensical – a new entrant should not be forced to alter the rates, terms and conditions in an Interconnection Agreement any time Verizon files a tariff revision. (See Rebuttal Testimony of John Trofimuk, Matt Harthun and Lisa Roscoe, dated September 5, 2001 at 4-8).</p>		
VII-23	Should definitions contained in	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>

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	Verizon's tariffs prevail over the definitions within the parties' interconnection agreement?				
VII-24	Should the parties' agreement define "Tariff" so as to exclude incorporation of future tariffs?	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>
VII-25	Should the parties' agreement provide for incorporation of future tariffs?	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>	<i>See Issue III-18 above</i>
VI-1(J)	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? -- Section 271	RESOLVED	RESOLVED	RESOLVED	RESOLVED
VI-1(K)	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? -- Regulatory review of prices	RESOLVED	RESOLVED	RESOLVED	RESOLVED
VI-3(D)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement	RESOLVED	RESOLVED	RESOLVED	RESOLVED

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	and acknowledged as disputed, but for which -- Billing contact numbers				
VI-3(E)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which -- Compensation for intraLATA toll calls	RESOLVED	RESOLVED	RESOLVED	RESOLVED
VI-3(F)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which -- Billing contact numbers	RESOLVED	RESOLVED	RESOLVED	RESOLVED
VII-12	Should the Parties' interconnection agreement be burdened with detailed industry billing information when the Parties can instead refer to the appropriate industry billing forum?	AT&T Proposed §§ 5.8.4 - 5.8.7 of the Verizon/AT&T Agreement. 5.8.4 Each party will provide the other party with a carrier identification code ("CIC") on each	AT&T needs established and enforceable billing requirements to plan, build and maintain its retail and wholesale billing and collections systems. It needs to know how information will be collected,	Verizon opposes inclusion of AT&T's proposed sections 5.4 through 5.8.7 to the Parties' Agreement.	Call Detail Information includes the following categories of information, provided that Verizon VA currently records such data in the ordinary course of its business: (i) completed calls, including 8YY calls and

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		<p>EMR record transmitted to the other party.</p> <p>5.8.5 If VZ does not have a CIC for any local exchange carrier, CLEC or IXC for whom VZ must supply to AT&T Connectivity Billing records or information pursuant to this Section 5.8, VZ agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, VZ agrees that it will submit its CIC to AT&T on those records for billing and payment. VZ further agrees that it will be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</p> <p>5.8.6 If AT&T does not have a CIC for a local exchange carrier, CLEC or IXC for whom AT&T must supply to LEC Connectivity Billing records or information pursuant to this Section 5.8, AT&T agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, AT&T agrees that it will submit its CIC to VZ on those records for billing and payment. AT&T further agrees that it will be responsible for</p>	<p>distributed and audited. Without reliable billing standards, AT&T could very well be faced with an instance where Verizon changes the way it collects and sends billing information to AT&T, which, in turn, would require AT&T to devote a significant amount of time, energy and resources to retooling its systems to match Verizon's changed systems.</p> <p>Verizon claims that the industry billing forum establishes all the necessary detailed billing information guidelines on which the parties can rely. The problem, however, is that these are guidelines only, not contractual obligations. The Ordering and Billing Forum (OBF) does provide a forum for customers and providers in the telecommunications industry to identify, discuss and resolve issues which affect ordering, billing, provisioning and exchange of information about access services, other connectivity and related matters throughout the nation. The OBF's standing Billing Committee addresses access billing related issues and maintains the Multiple Exchange Carrier Access Billing (MECAB) document, Small Exchange Carrier Access Billing (SECAB) document and the CABS Auxiliary Report</p>		<p>alternately-billed calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where Verizon VA provides such service to an AT&T Customer. Call Detail Information facilitates the Parties' ability to bill their own customers, each other, or third parties for traffic exchanged.</p> <p>There are two general sections of the contract in which Verizon VA and AT&T have reached agreement on the exchange of "Call Detail" in a way that adequately and appropriately addresses the Parties' obligations to exchange call detail information. Those are § 5.8 and § 6.3.7 (Exhibit C-3 to Verizon VA's Answer) . Notwithstanding the existence of, the contract's incorporation of, and the Parties participation in OBF guidelines, AT&T proposes that the Parties commit to providing greater detail in the interconnection agreement regarding their exchange of call detail for billing purposes in a manner that may become inconsistent with OBF guidelines or obsolete.</p> <p>Verizon VA generally opposes including additional detail because an industry-wide forum exists to address billing issues in a uniform fashion.</p>

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		<p>obtaining reimbursement for the respective charges from the appropriate carrier.</p> <p>5.8.7 VZ agrees that it will meet the following performance measurements for the provision of EMR record.</p>	<p>Specifications (CABS) document. While it is certainly in the industry's interest to implement common resolutions for common issues, nothing in the conduct of the OBF obligates any carrier, including any RBOC, to implement a particular resolution of an issue or the guidelines developed in the forum.</p> <p>A LEC can, despite the industry-wide guidelines, unilaterally impose new requirements or system upgrades that impact AT&T's billing process. In fact, under Verizon's proposal, an interconnection agreement that does not contain specified billing standards would enable Verizon to unilaterally impose new requirements or system upgrades. This simple fact, standing alone, demonstrates the inadequacy of Verizon's position.</p> <p>An example illustrates the problem. The old interconnection agreement mirrored the guidelines of the OBF in obligating Verizon to "use its best efforts to format electronic bills" so that AT&T would have usable mechanized billing. AT&T-Verizon Agreement, Attachment 6, § 1.1. To date, Verizon has not been able to provide electronic billing, and has largely ignored the industry</p>		<p>Verizon VA must exchange call detail with a great number of telecommunications carriers above and beyond AT&T, and it is critical that Verizon VA can rely on a uniform, industry forum that ensures carriers exchanging information can process, exchange, and read the same records. The exchange of call detail for billing purposes is best addressed in detail through the OBF, and not with varying detail in multiple and separate interconnection agreements. Although Verizon VA may not currently oppose a particular detail -- e.g., the exchange of CICs -- a provision requiring this exchange of CIC (i) is covered by the Parties' agreement to provide the other with records formatted in accordance with industry standard guidelines adopted by and contained in the OBF's EMI, MECAB and MECOD documents and (ii) would become outdated and obsolete if the industry guidelines move away from the use of CICs. The point is that Verizon VA commits to providing EMI records in accordance with industry standards. If those standards evolve, so will Verizon VA's practice for all carriers -- not just AT&T. If those standards are abandoned, Verizon VA should not be locked into an outdated practice for one particular carrier.</p>

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			<p>billing forum guideline regarding electronic bills. Instead, Verizon has continued sending AT&T CRIS paper bills. (CRIS is the Customer Record Information System, designed and used principally for end-user customers, not carriers.)</p> <p>AT&T needs the assurance through contract language that Verizon will implement certain billing obligations. Verizon's reliance on the guidelines of the OBF should be rejected and AT&T's contract provisions regarding these billing issues should be adopted.</p>		<p>AT&T's proposed inclusion of detail beyond a commitment to providing EMI records in accordance with industry standards makes the contract inflexible. It further imposes an undue burden on Verizon VA to go above and beyond the established industry processes to keep its practices current -- that is, Verizon VA would have to conduct a review of its interconnection agreements and follow up with a process to amend the agreement should industry practice evolve.</p> <p>The contract language should reflect the fact that the OBF, and not this proceeding, is the best forum to address these matters. A broad reference to the OBF sweeps in not only the industry billing changes that Verizon VA and AT&T are aware of today, but also addresses future changes that have not yet surfaced.</p> <p>Specifically, AT&T's proposed contract language introduces ambiguity regarding what is a "valid" CIC list and attempts to shift responsibility to Verizon VA for whether a CIC list is "valid." Moreover, "associated billing information" is vague and undefined.</p> <p>AT&T's proposal to put a CIC on</p>

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					<p>each EMI record transmitted is already outdated and is not appropriate for inclusion in the parties' interconnection agreement. The industry recognized that every local carrier was assigned an OCN, which provided an appropriate way to identify to which company a switch belongs. Because the EMI already contains a field for an OCN, as reflected in OBF Issue Nos. 1921 and 2139, the industry has (i) recognized that it is appropriate to populate the "OCN" rather than the "CIC" field in circumstances involving a carrier not assigned a CIC and (ii) rejected the practice of using pseudo-CICs.</p> <p>Moreover, even if it could, Verizon VA is not responsible, under the Act or any other Commission order, for shepherding other CLECs into the local exchange and exchange access business by helping them obtain CICs as AT&T suggests. The CIC a carrier needs for billing identification is assigned by the NANPA, not Verizon VA. The process for obtaining a CIC from NANPA is publicly available on NANPA's web site. Verizon VA should not be contractually responsible for ensuring the assignment of billing identification when it has no control or responsibility over this process.</p> <p>Whether CICs, pseudo-CICs, or OCNs, Verizon VA will provide the best information it has to identify</p>

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					<p>other carriers in conformance with industry standards. There is no basis for shifting to Verizon VA AT&T's risk of, and administrative costs associated with, AT&T's own billing, especially when some carriers have not obtained proper billing identification or the industry has not arrived at a uniform solution. AT&T is responsible for establishing contractual and business relations with third parties who deliver calls to AT&T's customers. Nothing in the Act countenances the remedy proposed by AT&T.</p> <p>See Verizon VA's July 31 Direct Testimony On Non-Mediation Issues (Pricing Terms and Conditions) at 8.</p>
VII-13	Should the parties' agreement contain detailed sections devoted to billing?	RESOLVED	RESOLVED	RESOLVED	RESOLVED
VII-14	Should the parties' agreement address industry standard billing information in great detail?	<p>AT&T Proposed § 6.3.7 of the Verizon/AT&T Agreement is as follows:</p> <p>Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.</p>	Please see AT&T's Rationale for Issue VII-12.	<p>6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.</p>	<p>AT&T's proposed language is overly broad and not appropriate for an interconnection agreement. As an initial matter, AT&T's proposed language incorporates the concept of the failure to "initially record sufficient bill detail for any IXC traffic." Verizon VA is unaware of subsequent recordings or another methodology to capture call detail if there is an "initial" failure. Further, AT&T fails to clarify how to judge whether detail recorded is "sufficient." That is the reason</p>

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					<p>Verizon VA defers to industry guidelines as a uniform source of what the industry deems "sufficient."</p> <p>Verizon VA agrees that it will provide to AT&T billing records in accordance with industry standards. To the extent AT&T does not have the information that it needs, Verizon VA may voluntarily assist AT&T as a courtesy. In fact, Verizon VA has aided AT&T in the past on an informal basis when AT&T has encountered difficulty in obtaining CICs. It is <i>AT&T's responsibility</i>, however, to develop those relationships with other carriers and obtain the necessary billing information. There is nothing under the Act or prior Commission precedent that would warrant elevating this business courtesy to a contractual obligation.</p> <p>See Verizon VA's July 31 Direct Testimony On Non-Mediation Issues (Pricing Terms and Conditions) at 8; see also Issue No. VII-12 above.</p>

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