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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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November 5, 2001

Magalie R. Salas, Esq.
Federal Communications Commission
Office of the Secretary
The Portals
445 12th St. S.W.
Room TWB 204
Washington, D.C. 20554

RE: Docket Nos. 00-218, 00-249 and 00-251

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find an original and fifteen copies of the Revised Joint Decision Point List. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,

Jodie L. Kelley

No. of Copies rec'd 0+15
List ABCDE

SECOND REVISED JOINT DECISION POINT LIST VIII (11/02/01)

(BUSINESS PROCESS REQUIREMENTS)

WorldCom, Cox, AT&T ads. Verizon

(Docket Nos. 00-218, 00-249, and 00-251)

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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	Verizon's Proposed Contract Language
		Business Process Requirements	
I-8	**May Verizon monitor WorldCom's access to and use of customer proprietary network information made available to WorldCom?** **[See also Issue IV-97 below]**	**WorldCom rejects Verizon's proposed language.**	**Additional Services Attachment** **8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, WorldCom through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a WorldCom Customer accessed by, or disclosed or provided to, WorldCom through or as a part of Verizon OSS Services; and, (b) any WorldCom Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, WorldCom.** **8.5 Verizon OSS Information.** **8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to WorldCom a non-exclusive license to use Verizon OSS Information.**

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			8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, WorldCom shall acquire no rights in or to any Verizon OSS Information. **8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) WorldCom Usage Information, (b) CPNI of WorldCom, and (c) CPNI of a Verizon Customer or a WorldCom Customer, to the extent the Customer has authorized WorldCom to use the Customer Information.** **8.5.2.2 Verizon OSS Information may be accessed and used by WorldCom only to provide Telecommunications Services to WorldCom Customers.** **8.5.2.3 WorldCom shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.** **8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to WorldCom any right or license to grant sublicenses to other persons, or permission to other persons (except WorldCom's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.** **8.5.2.5 WorldCom's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for WorldCom's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by WorldComs employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.** **8.5.2.6 WorldCom's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by WorldCom to provide Telecommunications Services to WorldCom Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.**

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			8.5.2.7 All Verizon OSS Information received by WorldCom shall be destroyed or returned by WorldCom to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information. **8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), WorldCom's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.** **8.5.3.1 Verizon shall have the right (but not the obligation) to audit WorldCom to ascertain whether WorldCom is complying with the requirements of Applicable Law and this Agreement with regard to WorldCom's access to, and use and disclosure of, Verizon OSS Information.** **8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor WorldCom's access to and use of Verizon OSS Information which is made available by Verizon to WorldCom pursuant to this Agreement, to ascertain whether WorldCom is complying with the requirements of Applicable Law and this Agreement, with regard to WorldCom's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor WorldCom's access to and use of Verizon OSS Information which is made available by Verizon to WorldCom through Verizon OSS Facilities.** **8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of WorldCom pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.**
	Verizon may not monitor or audit Cox's access to and use of customer proprietary network information	[Cox proposes to delete Verizon's proposed paragraph 18.4.4] [The following language has been agreed to by Cox and Verizon.	18.4.4 BA shall have the right to monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement to ascertain whether Cox is

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	made available to Cox through the interconnection agreement.	18.4.3 Without in any way limiting either Party's obligations under subsection 27.1, the Parties shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Neither Party shall access (including, but not limited to, Cox's use of VZ-VA OSS Services (as defined in Schedule 11.7) and VZ-VA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to it pursuant to this Agreement unless the Party has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, each Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. The Parties shall, upon reasonable request following a complaint regarding possible misuse of Customer Proprietary Network Information, provide proof of such authorization (including a copy of any written authorization).] - - - - - - - - - - - [Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3 in Schedule 11.7 OSS.]	complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement. Schedule 11.7: 1.6.5.1 Without in any way limiting subsection 18.4 of the Agreement, BA shall have the right (but not the obligation) to audit Cox to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to Cox's access to, and use and disclosure of, BA OSS Information. 1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Cox's access to and use of BA OSS Information which is made available by BA to Cox pursuant to this Agreement, to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement, with regard to Cox's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Cox's access to and use of BA OSS Information which is made available by BA to Cox through BA OSS Facilities. 1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Cox pursuant to subsection 28.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.
IV-97	Should the Interconnection Agreement contain a provision governing the parties' responsibilities with respect to confidential information? Specifically, should the Interconnection Agreement contain a	Partially resolved by inclusion of WorldCom's proposed Part A, Sections 10.1, 10.1.1-10.1.2, 10.2, 10.2.1-10.2.3, 10.3, 10.3.1-10.3.2, 10.4-10.6, 10.7, 10.7.1-10.7.5, 10.8-10.13. WorldCom opposes Verizon's requested inclusion of section permitting monitoring of CPNI access and use.	See Verizon's proposed language under Issue I-8.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	provision that (1) defines the term confidential information; (2) specifies a method for identifying and designating confidential information; (3) states the obligations imposed upon the recipient of confidential information under the Interconnection Agreement; (4) provides for limited disclosure to third parties in certain circumstances; (5) limits reproduction of confidential information; (6) sets forth procedures for return of confidential information, loss of such information, and unauthorized disclosure; (7) provides certain exceptions from the confidentiality obligations imposed by the provision in the case, for example, of information publicly available or legally compelled disclosure; (8) provides for survival of confidentiality obligations following expiration, cancellation or termination; (9) makes clear that disclosure to a Party does not affect property rights in the information; (10) provides for equitable relief, including injunctive relief and specific performance, for a breach of confidentiality; (11) makes clear that it provides additional confidentiality protections to those existing under Applicable Law; (12) sets forth obligations with respect to access, use, or disclosure of Customer Proprietary Network Information (CPNI) or other customer		

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	information; and (13) makes clear that it does not limit the rights of either Party with respect to its own subscriber information? See also I-8 above		
III-16	**Should the Interconnection Agreement address transfer of service announcements for when a subscriber changes service to another carrier and does not retain their prior telephone number?** *Referral Announcements. When a customer chooses AT&T as a local service provider, but does not retain its original telephone number, should Verizon, at AT&T's request, provide a referral announcement on the abandoned number that provides the same level of information and capabilities that Verizon provides to its own customers?*	**RESOLVED** *RESOLVED*	
IV-47	Should the Interconnection Agreement contain provisions setting forth the terms and conditions that apply to the parties' contact with each other's subscribers?	RESOLVED	
IV-48	Should the Interconnection Agreement contain provisions requiring the parties to use escalation and work center interface procedures and subscriber contact information that will govern the parties' interactions with each other?	RESOLVED	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
IV-49	Should the Interconnection Agreement contain a provision requiring Verizon to notify WorldCom of any proposed changes to Verizon's retail service offerings?	RESOLVED	
IV-50	Should the Interconnection Agreement contain provisions setting forth requirements on the parties regarding Essential Services and Deaf and Disabled Services?	RESOLVED	
IV-51	Should the Interconnection Agreement require that the application-to-application OSS interfaces deployed by Verizon to comply with industry standards?	RESOLVED	
IV-52	Should the Interconnection Agreement contain provisions setting forth change management and control procedures?	RESOLVED	
IV-53	Should the Interconnection Agreement contain a provision requiring Verizon to provide preordering, ordering, and provisioning business support to WorldCom at parity with what Verizon provides to itself?	RESOLVED	
IV-54	Should the Interconnection Agreement contain provisions setting forth requirements for Verizon to maintain a Help Desk/Single Point of Contact ("SPOC")?	RESOLVED	
IV-55	Should the Interconnection Agreement contain a provision requiring Verizon to support all pre-ordering, ordering and provisioning order types and functions as required by OBF guidelines and business rule	RESOLVED	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	and as they exist on the Effective Date of this Agreement?		
IV-56	Should the Interconnection Agreement contain provisions requiring Verizon to participate in the National Consumers Telecommunications Data Exchange ("NCTDE") for exchange of information on subscribers' payment history?	Attachment VIII, Section 2.1.4. et seq. 2.1.4 Subscriber Payment History 2.1.4.1 Neither Party shall (a) refuse to migrate a customer to service from the other Party (including porting a Customer's telephone number(s)), or (b) disconnect a Customer from service from the other Party (upon such migration), on the basis of such Customer owing amounts to the Party migrating the service to the other Party. Verizon will make the following customer payment history available in accordance with NCTDE format to the same extent such information is available for Verizon's own use for each person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s): 2.1.4.1.1 Applicant's name; 2.1.4.1.2 Applicant's address; 2.1.4.1.3 Applicant's previous phone number, if any; 2.1.4.1.4 Amount, if any, of unpaid balance in applicant's name; 2.1.4.1.5 Whether applicant is delinquent on payments; 2.1.4.1.6 Length of service with prior local or intraLATA toll provider; 2.1.4.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and, 2.1.4.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each. 2.1.4.2 Verizon will provide such information on the condition that NCTDE only make the information available to the carriers to which the person or entity in question has applied for Telecommunications Service(s).	Consistent with mediated negotiations with WorldCom, Verizon VA provides the following re-write of the first sentence of WorldCom's proposed § 2.1.4.1: "Neither Party shall refuse to migrate one of its Customers to receive service from the other Party (including disconnecting its Customer from service and porting its Customer's telephone number(s)) on the basis of its Customer owing it unpaid amounts." Verizon VA opposes inclusion of the remaining portions of WorldCom's proposed Attachment VIII, Section 2.1.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
IV-57	Should the Interconnection Agreement contain a provision requiring Verizon to provide WorldCom with the capability to order local service, intraLATA and interLATA service on behalf of WorldCom's subscriber on one single order according to OBF guidelines?	RESOLVED	
IV-58	Should the Interconnection Agreement contain provisions setting forth requirements for Number Administration and Number Reservations?	RESOLVED	
IV-59	Should Verizon be required to provide WorldCom with electronic copies of their Universal Service Order Codes ("USOCs"), their corresponding alpha-numeric descriptions, and Feature Identifications ("FIDs")?	RESOLVED	
IV-60	Should the Interconnection Agreement require Verizon to provide blocking services at the request of WorldCom?	RESOLVED	
IV-61	Should the Interconnection Agreement contain provisions regarding compliance with Ordering Billing Forum ("OBF") guidelines and processes to follow to obtain Verizon's business rules and processes?	RESOLVED	
IV-62	Should the Interconnection Agreement contain provisions protecting WorldCom's subscribers from premature disconnects when their service is changed from	RESOLVED	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	Verizon to WorldCom and preventing a party from requiring a "disconnect" order before allowing a subscriber to change service?		
IV-63	Should the Interconnection Agreement contain provisions setting forth the coordinated cut-over process?	RESOLVED	
IV-64	Should the Interconnection Agreement contain provisions allowing WorldCom as the purchaser of services to request a due date for provision of service by Verizon that is within agree to intervals and to request and pay for expedited service on a reasonable basis?	RESOLVED	
IV-65	Should the Interconnection Agreement contain provisions regarding subscriber premises inspections?	RESOLVED	
IV-66	Should the Interconnection Agreement contain provisions regarding Firm Order Confirmations ("FOCs")?	RESOLVED	
IV-67	Should Verizon be required to provide detailed explanations for both manual and automated order rejections?	RESOLVED	
IV-68	Should the Interconnection Agreement contain provisions regarding Service Order Changes?	RESOLVED	
IV-69	Should Verizon be required to provide the reason why orders cannot be completed on time, and coordinate a new date for completion when order due dates are changed?	RESOLVED	
IV-70	Should the Interconnection	RESOLVED	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	Agreement require loss notification notices and provisioning and billing completion notices to be sent by Verizon?		
IV-71	Should the Interconnection Agreement contain provisions regarding ordering Network Elements individually and in Technically Feasible Combinations?	RESOLVED	
IV-72	Should the Interconnection Agreement set forth the requirements for application-to-application OSS interfaces that will be used by the parties?	RESOLVED	
IV-73	Should the Interconnection Agreement set forth the requirements for ordering and provisioning for resale services and network elements?	RESOLVED	
IV-74	Should the Interconnection Agreement set forth the requirements for interim and standard billing, and collocation billing arrangements between the parties?	3.1.2 Standard Billing 3.1.2.1 The providing Party will bill services in accordance with this Section [3] and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills for wholesale services and to format its electronic bills in accordance with national industry standard specifications, as appropriate. Verizon agrees to provide MCIm with a CABS BOS-BDT formatted electronic bill at no charge for UNE-P services and Network Elements provided under this Agreement. The CABS BOS-BDT bill will serve as the instrument from which MCIm will audit and pay for UNE-P services and Network Elements provided under this Agreement, including the handling of billing disputes. MCIm and Verizon agree to work together to identify and correct errors in the content and format of the CABS BOS-BDT bill format and to share the information necessary to ensure that the final product (*i.e.*, a BOS-BDT formatted bill) is complete, accurate, and meets OBF standards. Verizon agrees to make the BOS-BDT formatted bill the bill of record once the final product is available. Verizon will jurisdictionalize charges in the CABS BOS-BDT bills to the extent possible. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by	**[__] Standard Billing** **[___] The providing Party will bill services in accordance with this Section [__] and at the rates set forth in the Pricing Attachment. Consistent with the results of the operational trial described below, the providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills for wholesale services and to format its electronic bills in accordance with national industry standard specifications, as appropriate, subject to Verizon's published Differences List.. As part of an operations trial for the State of Virginia beginning on or prior to the Effective Date of this Agreement, subject to MCIm's conversion to Express Track, and continuing until such time as Verizon designates, through Change Management, the BOS-BDT as available for election as the Bill of Record in Virginia, Verizon agrees to provide MCIm with a BOS-BDT formatted electronic bill at no charge for UNE-P services and Network Elements provided under this Agreement. During the duration of this trial, the BOS-BDT bill will serve as the instrument from which MCIm will audit and pay for UNE-P services and Network Elements provided under this Agreement, including the handling of billing disputes. MCIm and Verizon agree to**

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		providing Party is unable to identify the jurisdiction of the service purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction. 3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period. 3.1.2.3 The providing Party and the purchasing Party will work jointly to establish billing dates ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the date on which the bill is Loaded and/or received by the purchasing party (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late. 3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party. 3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.	**work together to identify and correct errors in the content and format of the BOS-BDT bill format and to share the information necessary to ensure that the final product (i.e., a BOS-BDT formatted bill) is complete, accurate, and meets OBF standards, subject to Verizon's published Differences List. Verizon agrees to make the BOS-BDT formatted bill the bill of record for MCIm, at the same time Verizon designates the BOS-BDT as available for election as the bill of record in Virginia through Change Management.. Verizon will jurisdictionalize charges in the BOS-BDT bills to the extent reasonably possible.** **[__] The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.** **[__] The providing Party and the purchasing Party will work jointly to establish billing dates ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) business days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the Bill Date (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.** **[__] The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.**

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		3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. * * * 3.1.4 Collocation 3.1.4.1 Verizon agrees to provide USOC information that will allow MCIm to identify Collocation capital expenditures (e.g., defined as nonrecurring costs associated with building the "cage") incurred under this Agreement. Verizon will identify the Collocation capital expenses in the OCC section of the Collocation bill with specific USOCs.	**[__] Except as otherwise specified in this Agreement or provided for under Applicable Law, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.** **[__] The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of billing for services under this Agreement.** **[__]Collocation** **[__] Verizon agrees to provide USOC information that will allow MCIm to identify nonrecurring costs, associated with building collocation "cages", incurred under this Agreement. Verizon will identify the Collocation nonrecurring costs in the OCC section of the Collocation bill with specific USOCs.**
IV-75	Should the interconnection agreement include provisions regarding payment of access charges under interim number portability arrangements?	RESOLVED	
IV-76	Should the Interconnection Agreement set forth the requirements for billing format, manner of payment, billing disputes, and billing formats?	RESOLVED	
IV-77	Should the Interconnection Agreement contain terms and conditions for Verizon's provision of Recorded Usage Data ("RUD") to WorldCom in connection with the provision to WorldCom of Verizon's	RESOLVED	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	switch-based services?		
IV-78	Should the Interconnection Agreement contain provisions regarding the terms and conditions surrounding repair, maintenance, testing and surveillance for services purchased under the agreement?	RESOLVED	
IV-79	Should the Interconnection Agreement contain provisions regarding 911 and E911 requirements? [See also Issue IV-7 below]	Attachment VIII, Sections 6.1.1 et seq. and 6.1.2 et seq. 6.1.1 Basic 911 and E911 General Requirements Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 shall be provided to MCIm in accordance with Sections 6.1.1 and 6.1.2 below. Notwithstanding the indemnification provisions set forth in Part A of this Agreement, Verizon's liability for indemnification resulting from third-party claims in connection with the provision of such 911 and E911 Services shall be subject to the liability limitations contained in Verizon's applicable 911 Tariffs. 6.1.1.1 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the 911 database system, to determine to which PSAP to route the call. 6.1.1.2 If available, Verizon shall offer a third type of 911 Service, 911 using SS7 (S911). All requirements for E911 as set forth herein shall also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem. 6.1.1.3 Basic 911 and E911 functions provided to MCIm shall be at least at the same level Verizon provides to its subscribers for such functionality. 6.1.1.4 Basic 911 and E911 access shall be provided to MCIm in accordance with the following: 6.1.1.4.1 Verizon and MCIm shall conform to all state regulations concerning emergency services.	1. 911/E-911 Arrangements 1.1 ***CLEC Acronym TXT*** may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which ***CLEC Acronym TXT*** provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide ***CLEC Acronym TXT*** with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, ***CLEC Acronym TXT*** and Verizon will negotiate arrangements to connect ***CLEC Acronym TXT*** to the 911 service in accordance with applicable state law. 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the ***CLEC Acronym TXT***-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation. 1.3 Within thirty (30) days of its receipt of a complete and accurate request from ***CLEC Acronym TXT***, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide ***CLEC Acronym TXT***, where Verizon offers 911 service, with the following at a reasonable fee, if applicable: 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where ***CLEC Acronym TXT*** is providing, or represents to Verizon that it intends to provide within sixty (60) days of ***CLEC Acronym TXT***'s request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis, CLEC and Verizon shall work cooperatively, where necessary, to resolve MSAG discrepancies; 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which ***CLEC Acronym TXT*** plans

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		6.1.1.4.2 For E911, Verizon shall use its current process, as the same may be modified from time to time, to update and maintain subscriber information in the ALI/DMS data base. 6.1.1.5 If a jurisdiction has planned for overflow, then Verizon shall provide for such overflow 911 traffic to be routed to Verizon Operator Services or, at MCIm's discretion, directly to MCIm Operator Services. 6.1.1.6 Basic 911 and E911 access from the MCIm local Switch shall be provided to MCIm in accordance with the following: 6.1.1.6.1 When ordered by MCIm from Verizon, Verizon shall interconnect direct trunks from the MCIm network to the 911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm. 6.1.1.6.2 In jurisdictions where Verizon has obligations under existing agreements as the primary provider of the 911 Service to a government agency, MCIm shall participate in the provision of the 911 Service as follows: 6.1.1.6.2.1 Each Party shall be responsible for those portions of the 911 Service for which it has control, including any necessary maintenance to each Party's portion of the 911 Service. 6.1.1.6.2.2 Verizon shall be responsible for maintaining the E911 database. 6.1.1.6.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 Service to the agency. All relations between such third party and MCIm are independent of this Agreement and Verizon makes no representations on behalf of the third party. 6.1.1.7 If available, Verizon shall provide to MCIm, upon request, the emergency public agency (*e.g.*, police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which MCIm provides service. 6.1.1.8 If available to Verizon and for those jurisdictions previously requested by MCIm, Verizon shall transmit to MCIm as soon as practicable all changes, alterations, modifications, and updates to the emergency public agency telephone	to offer Telephone Exchange Service; 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable. 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable. 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and; 1.3.6 prompt return of any ***CLEC Acronym TXT*** 911/E-911 data entry files containing errors, so that ***CLEC Acronym TXT*** may ensure the accuracy of the Customer records. 2. Electronic Interface ***CLEC Acronym TXT*** shall use, where available, the appropriate Verizon electronic interface, through which ***CLEC Acronym TXT*** shall input and provide a daily update of 911/E-911 database information related to appropriate ***CLEC Acronym TXT*** Customers. In those areas where an electronic interface is not available, ***CLEC Acronym TXT*** shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). ***CLEC Acronym TXT*** may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of ***CLEC Acronym TXT*** Customer information. Technical specifications related to the database shall be made available to CLECs. 3. 911 Interconnection Verizon and ***CLEC Acronym TXT*** will use commercially reasonable efforts to facilitate the prompt, robust, reliable, nondiscriminatory and efficient interconnection of ***CLEC Acronym TXT*** systems to the 911/E-911 platforms and/or systems. 4. 911 Facilities 4.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide CLEC with a minimum of two (2) dedicated trunks diversely routed for the provision of E 911 services. 4.2 ***CLEC Acronym TXT*** shall be responsible for providing facilities

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		numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed. 6.1.1.9 The following are E911 database requirements: 6.1.1.9.1 If Verizon possesses an MSAG and is not prohibited from providing it to MCIm, it shall provide copies of the MSAG within three (3) business days from the time requested. Copies shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers. Updates to the MSAG thereafter will be provided on a monthly basis. In addition, Verizon shall provide to MCIm quarterly refreshes of the MSAG database in its entirety. 6.1.1.9.2 MCIm shall be solely responsible for providing MCIm database records to Verizon for inclusion in Verizon's ALI database on a timely basis. 6.1.1.9.3 Verizon and MCIm shall arrange for the automated input and periodic updating on a mediated access basis of the E911 database information related to MCIm end users to replace the manual data entry process currently used. Verizon shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the MSAG provided that MCIm shall be responsible for the accuracy of information it provides Verizon. The relevant governmental jurisdiction is responsible for accuracy of the MSAG, and Verizon shall have no responsibility for accuracy of the MSAG. As soon as Technically Feasible, Verizon shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 (or the currently existing version) format for MCIm subscribers. 6.1.1.9.3.1 MCIm shall provide information on new subscribers to Verizon as part of the ordering process. Verizon shall update its database within two (2) business days of receiving the information from MCIm. If Verizon detects an error in the MCIm provided data, the data shall be returned to MCIm within one (1) business day after the error was detected by Verizon. MCIm shall respond to requests from Verizon to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry of the data by Verizon shall be allowed until an interface between the Parties is developed and deployed, and thereafter in the event such interface is not functioning properly. In the event of an E911 database failure, MCIm subscriber E911 information review and entry shall be at Parity.	from the ***CLEC Acronym TXT*** End Office to the 911 Tandem or selective router. ***CLEC Acronym TXT*** shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router. 4.3 CLEC may use SS7 signaling where offered by Verizon or may, at it's option, use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones. 5. Local Number Portability for use with 911 The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by ***CLEC Acronym TXT***. Therefore, for those ported telephone numbers using INP, ***CLEC Acronym TXT*** will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, ***CLEC Acronym TXT*** will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. ***CLEC Acronym TXT*** will include their NENA five character Company Identification ("COID") for inclusion in the ALI display. 5.1 ***CLEC Acronym TXT*** is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using ***CLEC Acronym TXT***'s NENA COID to lock and unlock records and the posting of ***CLEC Acronym TXT***'s NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards. 6. PSAP Coordination Verizon and ***CLEC Acronym TXT*** will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements. 7. 911 Compensation ***CLEC Acronym TXT*** will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment. 8. 911 Rules and Regulations ***CLEC Acronym TXT*** and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local

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		6.1.1.9.4 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to Verizon or via a third-party entity charged with the responsibility of ALI record transfer. MCIm assumes responsibility for the accuracy of the data that MCIm provides to Verizon. 6.1.1.9.5 Verizon agrees to treat all data on MCIm subscribers provided under this Agreement as Confidential Information in accordance with the terms of Section [10] of Part A and to use data on MCIm subscribers only as provided under this Agreement. 6.1.1.9.6 Upon completion of NENA Telco Identification Code standards, Verizon shall use a Carrier Code (a NENA standard five-character field) on all ALI records received from MCIm. The Carrier Code shall identify the carrier of record in LNP configurations. Prior to completion of the NENA standards, Verizon shall use the ACNA code obtained from Bellcore's carrier identification code assignments. 6.1.1.9.7 Verizon shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each. 6.1.1.10 Basic 911 and E911 network and trunking requirements. 6.1.1.10.1 Basic 911 and E911 network and trunking requirements are addressed in Attachment IV, Section [1.5] *et seq.* 6.1.1.10.2 Subject to mutual agreement, Verizon shall provide MCIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. Verizon shall also cooperate with MCIm on reasonable requests for Rate Center information. 6.1.2 Basic 911 and E911 Additional Requirements 6.1.2.1 All MCIm lines that have been ported via LNP shall reach the correct PSAP when 911 is dialed. Verizon shall send both the ported number and the	requirements) pertaining to the provision of 911/E-911 services in [State]. 9. 911/E911 Outages MCIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIm if no defect is found in Verizon's network.

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		MCIm number (if both are received from MCIm) to the PSAP upon an ALI request from the PSAP. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. The MCIm subscriber's directory number may be shown on the "remarks" line of the ALI record. 6.1.2.2 Verizon shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of each PSAP which sub-tends each Verizon selective router/911 tandem to which MCIm is interconnected. 6.1.2.3 Verizon shall use reasonable efforts to notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 Service. 6.1.2.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to Verizon. Verizon shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts. 6.1.2.5 Verizon shall provide reasonable notification of any pending tandem moves, NPA splits, or scheduled maintenance outages affecting MCIm 911 Service. 6.1.2.6 Verizon shall establish a process for handling "reverse ALI" inquiries by public safety entities. 6.1.2.7 Verizon shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes. 6.1.2.8 Verizon shall provide the ability for MCIm to update 911 database with end user information for lines that have been ported via LNP.	
IV-7	Should the Interconnection Agreement include detailed terms to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon VA's 911/E911 platforms, including the	Attachment IV, Section 1.5 et seq. **[Agreed to in principle except bolded text.]** 1.5 911 Trunking Arrangements 1.5.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Parties' customers. The Parties will work together to facilitate	See Verizon's proposed language under Issue IV-79.

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	establishment of dedicated trunks from MCIm's Central Office to each Verizon VA 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, with the necessary CAMA signaling, ANI delivery and TTY/TDD capability ; availability of diverse means of delivering 911 calls to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures; the routing of WorldCom's customer 911/E911 calls, including ANIs to the appropriate PSAP; Verizon VA's provision of CLLI codes for each selective router server area, the 10-digit number of each PSAP, associated addresses, and network meet points; provisions for the overflow of 911/E911 traffic to the Operator Services platform and the 10 digit overlay/alternate number used by each local PSAP; the provision by Verizon VA of information describing the rate center boundaries served by each selective router; technical specifications for network interface, database loading and maintenance; terms governing the immediate restoration of 911 service and the responsibilities of each party therefor; terms providing for correction of ALI discrepancies, identification of special 911 routing arrangements, and identification of special operator-assisted requirements to support 911?	the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which Verizon provides to itself, its customers, subsidiaries, Affiliates, or any third party. 1.5.2 The Parties shall establish a minimum of two dedicated trunks from MCIm's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). Verizon shall provide the number of 911/Interconnection Trunk Groups as may be ordered by MCIm. 1.5.3 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. The Parties shall use SS7 signalling on all 911/E911 trunks, unless ~~Either configuration must use~~ Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call is specified by MCIm~~, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling~~. All 911 Interconnection Trunk Groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs). 1.5.4 911 Interconnection Trunking Groups must be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, Verizon shall make that alternate means available to MCIm. Verizon shall assign 911 Interconnection Trunk Groups on diverse interoffice facilities where diverse routes are already available or planned. Circuits must have interoffice, loop, and carrier system diversity when this diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Verizon shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity inconsistencies or problems. At MCIm's option, diversity will be upgraded to utilize the highest level of diversity available in the network. 1.5.5 Verizon shall provide the selective routing of 911/E911 calls received from MCIm's Central Office. This includes forwarding MCIm's customers'	

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	[See also Issue IV-79 above.]	ANIs and the selective routing of the call to the appropriate PSAP. Verizon shall provide MCIm with the appropriate CLLI codes and specifications on a per selective router/tandem basis~~regarding the selective router serving area~~, **the 10-digit number of each PSAP**, associated addresses, and meet points in the network. 1.5.6 Verizon shall provide for overflow 911/E911 traffic to be routed to the Verizon Operator Services platform or, at MCIm's discretion, directly to MCIm Operator Services platform. **1.5.6.1 Verizon shall provide the 10-digit overflow/alternate number used by the local PSAP, if available.** 1.5.7 Verizon shall provide MCIm with copies of selective routing boundary maps showing the boundaries ~~around the outside of the set of exchange areas or Rate Centers~~ served by a selective router, with sufficient detail for MCIm to associate a given geographic location with a specific selective router. Verizon shall also provide detailed written descriptions of, but not limited to, the following information upon MCIm's request: 1.5.7.1 Geographic boundaries of government entities, PSAPs and exchanges, as necessary. 1.5.7.2 Verizon's Rate Centers and exchanges. 1.5.7.3 Documentation showing the correlation of Verizon's Rate Centers to its 911/E911 Tandems. 1.5.7.4 Technical specifications for network interface, database loading and maintenance. 1.5.8 Verizon shall continuously monitor equipment and circuits used for 911/E911 traffic. Monitoring of circuits must be done to the individual trunk level. Monitoring must be conducted by Verizon for trunks between the selective router and all associated PSAPs. 1.5.9 Verizon shall begin restoration of E911 or E911 trunking facilities immediately upon notification of failure or outage. Verizon must provide	

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		priority restoration of 911 Interconnection Trunks and networks outages on the same terms and conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP). MCIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIm if no defect is found in Verizon's network. The Parties agree that 911/E911 network problem resolution will be managed in an expeditious manner at all times. 1.5.10 Verizon shall begin repair service immediately upon report of a malfunction. Repair service includes, but is not limited to, testing and diagnostic service from a remote location and dispatch, or in-person visit(s), of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. 1.5.11 Each ALI discrepancy report shall be jointly researched by Verizon and MCIm. Corrective action shall be taken promptly by the responsible Party. 1.5.12 Subject to mutual agreement, Verizon shall provide MCIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. 1.5.13 Verizon shall identify special routing arrangements to complete 911 calls. 1.5.14 Verizon shall identify any special operator-assisted calling requirements to support 911.	
IV-82	Should the Interconnection Agreement contain provisions regarding Directory Assistance, Listings Service Requests and Directory Assistance data?	RESOLVED	
VI-3(H)	Subject to Verizon's objection to using the 1997 agreement rather than	RESOLVED	

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	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 WorldCom failed to raise an issue? – Notification to Long Distance Carrier		
VI-3(I)	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 WorldCom failed to raise an issue? – Fulfillment Process	RESOLVED	
VI-3(J)	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	RESOLVED	

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	the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? – Specialized Routing		
VI-3(K)	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 WorldCom failed to raise an issue? – Cooperative Testing	RESOLVED	

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