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| | | | *trunks in a trunk group that are under its control as long as engineering parameters, e.g., design blocking objective, ECCS, utilization, are reasonably met.*<br><br>***10.2.1.2*** *The Parties will review all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T will promptly augment all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem and End Office one-way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. If the Parties agree to revise the utilization percentages in this Section 10.2.1.2, the Parties shall amend this Agreement to include mutually agreed upon terms and conditions governing such revised utilization levels.*<br><br>***10.2.1.3*** *Unless the Parties agree otherwise, the Parties will adhere to the ordering and provisioning guidelines of the OBF for trunk ordering and servicing as implemented by Verizon in accordance with the Change Management Process, as amended, modified, clarified, or supplemented from time to time.*<br><br>***10.2.1.4*** *At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and AT&T work groups.* |
| IV-1 | **How should third party transit traffic be routed and billed by the parties?** | **Attachment I, Section 4.8 et seq.**<br><br>**4.8 Compensation for the Completion of Transit Traffic**<br><br>**4.8.1 For calls that transit Verizon's network, whether they originate from MCIm and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIm, and transit Verizon's network, MCIm requires Verizon to make arrangements directly with that third** | 7.3.6 [Traffic Not Subject To Reciprocal Compensation] Reciprocal Compensation shall not apply to Tandem Transit Traffic.<br><br>***See also*** **Verizon VA's proposed contract language in support of Issues III-1 and III-2.** |

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| | | **party for any compensation owed in connection with such calls on MCIm's behalf.**<br><br>**4.8.1.1 When MCIm requires Verizon to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIm's behalf, Verizon shall compensate MCIm for such calls terminating to MCIm using MCIm's rates as described herein, and charge MCIm for such calls terminating to that third party as if such calls had terminated in Verizon's network, using Verizon's rates as described herein.**<br><br>**4.8.2 If MCIm deals directly with a third party LEC, CLEC or CMRS provider, neither Party will charge the other for such traffic. The Parties shall instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.** | |
| IV-2 | **Is Verizon obligated to provide and use two-way trunks that carry each party's traffic?** | **Attachment IV, Sections 1.2.7.2 and other two-way trunking provisions:**<br><br>**1.2.7.2 Unless otherwise indicated in this Agreement, trunks will be provisioned as one-way or two-way trunks as specified by MCIm.**<br><br>**Two-Way Interconnection Trunks. Where Two-Way Local Interconnection Trunks may be used under the terms of this agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, a.k.a. in other jurisdictions - Meet Point A (high usage)) and Tandem (as used herein, a.k.a. in other jurisdictions - Meet Point B (final))Local Interconnection Trunks and the interface specifications (i.e., DS1 or DS-3) at the Point of Interconnection ("POI"). At such Joint Planning Meetings, the information provided shall use an economic CCS equal to five (5). A two-way trunk group must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this agreement).**<br><br>**On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two** | **2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.**<br><br>**2.4 <u>Two-Way Interconnection Trunks</u>.**<br><br>**2.4.1 Where Two Way Local Interconnection Trunks may be used under the terms of this Agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, aka Meet point A in certain jurisdictions) and Tandem (as used herein, aka Meet point B in certain jurisdictions) Local Interconnection Trunks and the interface specifications (i.e., DS1 and DS3) at the Point of Interconnection (POI). At such Joint Planning Meeting, the information provided shall utilize an economic CCS equal to five (5). A Two-Way Local Interconnection Trunk must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this Agreement).** |

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| | | (2) year period.<br><br>The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.<br><br>Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.<br><br>Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.<br><br>MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and their respective CFAs and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.<br><br>Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which, for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will, within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local | 2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.<br><br>2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.<br><br>2.4.4 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.<br><br>2.4.5 Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.<br><br>2.4.6 MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.<br><br>2.4.7 Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified |

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| | | Interconnection Group in order to eliminate such blocking.<br><br>The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.<br><br>Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.<br><br>Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert existing One-Way trunk groups to Two-Way trunk groups.<br><br>If the Parties have established a primary high usage trunk group from an end office, the first route choice will be that trunk group. The Parties shall route traffic in accordance with Telcordia SR-TAP 191.<br><br>All charges, both non-recurring and recurring, associated with interconnecting trunk groups between Verizon and MCIm are set forth in the Pricing Attachment of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities based on the percentage of the total traffic originated by that Party. MCIm shall determine the applicable percentages four times per year based on the previous quarter's minutes of use billed by each Party. Each Party shall pay fifty percent (50%) of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. | Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local Interconnection Group in order to eliminate such blocking.<br><br>2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.<br><br>2.4.9 The standard on final Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.<br><br>2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.<br><br>2.4.11 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two- |

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| | | | **Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert existing One-Way Local Interconnection Trunk groups to Two-Way Local Interconnection Trunk groups.**<br><br>**2.4.12 If the Parties have established a primary high usage trunk group from an End Office, the first route choice will be that trunk group. The Parties shall route Two-Way Local Interconnection Trunk traffic in accordance with Telcordia SR-TAP191.**<br><br>**2.5 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.5, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.** |
| IV-3 | **Should the Interconnection Agreement contain specific provisions concerning when the parties should begin planning for trunk and** | **Attachment IV, Section 1.1.6 et seq.**<br><br>**1.1.6 Sizing and Structure of Interconnection Facilities**<br><br>**1.1.6.1 The Parties shall work cooperatively to install and maintain efficient and** | **Verizon opposes inclusion of WorldCom's Attachment IV, § 1.1.6 *et seq.***<br><br>**5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.** |

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| | facility augmentation? | reliable Interconnection arrangements.<br><br>1.1.6.2 The Interconnection facilities provided by each Party will be formatted in accordance with Section [4] of this Attachment IV.<br><br>1.1.6.3 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. MCIm will determine the appropriate sizing for facilities based on these standards.<br><br>1.1.6.4 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic.<br><br>1.1.6.5 The Parties shall complete the construction of relief facilities within two months of the identification of the need to augment existing facilities, or sooner, if facilities exhaust is imminent.<br><br>1.1.6.6 Except in those cases in which one Party may lease Interconnection facilities from the other Party, there will be no compensation between the Parties for use of the Interconnection facilities. | Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.<br><br>*See also* Verizon VA's contract language to WorldCom, §§ 2.4 and 13, in support of Issues III-4 and IV-2. |
| IV-4 | Should the Interconnection Agreement include terms specifying that Verizon shall respond to a request for Interconnection within ten business days after the date of the request; will provide any information available to it regarding adverse environmental or other conditions at a point of Interconnection or the Interconnection route; shall allow WorldCom to perform any site investigations, | Attachment IV, Section 1.1.4 et seq.<br><br>1.1.4 Verizon shall respond to MCIm's request for Interconnection within ten business days after the date of the request. [Agreed to by Parties]<br><br>1.1.4.1 Verizon shall acknowledge in writing its receipt of MCIm's request for Interconnection.<br><br>1.1.4.2 Verizon shall provide any information available to it regarding adverse environmental or other conditions involving a POI or the Interconnection route or location including, but not limited to, the existence and condition of asbestos, lead paint, radon, or other hazardous substance contamination. Information is considered "available" if it is in Verizon's possession, or the possession of a current or former agent, contractor, employee, Affiliate, lessor, or tenant of Verizon. | 4. Initiating Interconnection<br><br>4.1 If MCIm determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, MCIm shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.<br><br>4.2 The notice provided in Section 5.1 shall include (a) the initial Routing Point(s); (b) the applicable MCIm-IPs to be established in the relevant LATA in accordance with this Agreement; (c) MCIm's intended Interconnection activation date; and (d) a forecast of MCIm's trunking requirements conforming to Section 13.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection. |

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| | including, but not limited to, asbestos surveys, which WorldCom may deem to be necessary in support of its interconnection needs; will make alternative routes available for WorldCom's consideration if Interconnection is complicated by the presence of environmental contamination or other conditions? | 1.1.4.3 Verizon shall allow MCIm to perform any site investigations, including, but not limited to, asbestos surveys, which MCIm may deem to be necessary in support of its interconnection needs. Such site investigations shall be conducted only after Verizon has notified MCIm of the presence of a hazard, and only to the extent necessary for MCIm to assess the effect of the hazard on MCIm's interconnection.<br><br>1.1.4.4 If Interconnection is complicated by the presence of environmental contamination or other conditions and an alternative route is available, Verizon shall make the alternative route available for MCIm's consideration. | 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) business days of Verizon's receipt of MCIm's notice provided for in Section 4.1, Verizon and MCIm shall confirm the Verizon-IP(s), the MCIm-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.<br><br>Verizon VA opposes inclusion of WorldCom's Attachment IV, § 1.1.4.2 through 1.1.4.4. |
| IV-5 | Should the Interconnection Agreement include a provision specifying that there will be no compensation between the Parties for use of the Interconnection facilities except in those cases where a Party may lease Interconnection facilities from the other? | Attachment IV, Section 1.1.6.6 and Attachment IV, Section 1.2.5<br><br>1.1.6.6 Except in those cases in which one Party may lease Interconnection facilities from the other Party, there will be no compensation between the Parties for use of the Interconnection facilities. [Agreement in principle]<br><br>1.2.5 Other than the reciprocal compensation arrangements set forth in this Agreement, neither Party may charge the other Party for use of Local Interconnection Trunk Groups. As an example only, neither Party may charge the other Party, installation charges or monthly recurring charges for the use of Local Interconnection Trunk Groups. | 2.5 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.5, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.<br><br>3.2.1 Should the Parties reach agreement on all the issues necessary to establish a Midspan Fiber Meet set forth in Section 3.2, the following conditions shall apply to the Parties' Midspan Fiber Meet arrangement: |

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| | | | **3.2.1.1 Verizon shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Verizon Interconnection Wire Center ("VIWC");**<br><br>**3.2.1.2 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center");**<br><br>**3.2.1.3 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, Verizon shall allow MCIm access to the Midspan Fiber Meet entry point for maintenance purposes as promptly as possible;**<br><br>**3.2.1.4 The Parties shall coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system;**<br><br>**3.2.1.5 Each Party will be responsible for (i) providing its own transport facilities to the Midspan Fiber Meet, and (ii) the cost to build-out its facilities to such Midspan Fiber Meet."**<br><br>**7.2 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 MCIm-IP for traffic delivered by Verizon for termination by MCIm, and at the Verizon-IP for traffic delivered by MCIm 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 MCIm or the MCIm-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.** |

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| IV-6 | **Should the Interconnection Agreement contain detailed terms addressing Meet Point Trunking arrangements for the joint provisioning of switched access services, including terms specifying the location and capacity of the trunks; the use of Common Channel Signaling, or in exceptional circumstances MF signaling; the routing and handling of Toll Free Service over Meet Point Trunk Groups; and the use of GR-317 or GR-394 for FGB calls?** | **Attachment IV, Sections 1.4 et seq.**<br><br>**1.4 Meet Point Trunking Arrangements**<br><br>**1.4.1 The Parties shall establish two-way trunk groups for the joint provisioning of Feature Group B and Feature Group D ("FGB and FGD") Switched Access services ("Meet Point Interconnection Trunk Groups").**<br><br>**1.4.2 Meet Point Interconnection Trunk Groups will be established between MCIm's Switch and Verizon's Access Tandem. The Parties will establish separate trunk groups to each Verizon Access Tandem under which MCIm's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.**<br><br>**1.4.3 Verizon shall, except in instances of capacity limitations, permit and enable MCIm to subtend the Verizon Access Tandem nearest to the MCIm rating point associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest Verizon Access Tandem in which sufficient capacity is available. The Meet Point billing percentages for each new rating point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.**<br><br>**1.4.4 Common Channel Signaling (CCS) will ordinarily be utilized in conjunction with Meet Point Interconnection Trunk Groups; except that multi-frequency (MF) signaling may be used on a separate Meet Point Interconnection Trunk Group for (i) originating or terminating FGB or FGD access due to equipment constraints or (ii) to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS Trunk Groups will not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.**<br><br>**1.4.7 Originating FGB calls delivered to Verizon's Tandem must use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.** | **8. Transmission and Routing of Exchange Access Traffic**<br><br>**8.1 <u>Scope of Traffic</u>.**<br><br>**Section 8 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between MCIm Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where MCIm elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.**<br><br>**8.2 <u>Access Toll Connecting Trunk Group Architecture</u>.**<br><br>**8.2.1 If MCIm chooses to subtend a Verizon access Tandem, MCIm's NPA/NXX must be assigned by MCIm to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.**<br><br>**8.2.2 MCIm shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from MCIm's Customers.**<br><br>**8.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office MCIm utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.**<br>**8.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MCIm's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.** |
| IV-8 | **Should the Interconnection Agreement include terms setting forth Operator** | **1.6 Operator Services Trunking Arrangements** | **2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g.,** |

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| | Services and Directory Assistance Trunking Arrangements? | 1.6.1 Where MCIm purchases Operator Services from Verizon, MCIm will establish separate trunk groups from MCIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups"). [Agreed]<br><br>1.6.2 Where MCIm purchases Operator Services from Verizon, Verizon operators will verify MCIm End User loops that are provisioned or maintained by Verizon. Where MCIm does not purchase Operator services from Verizon, MCIm operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, and such requests will be transmitted via inward trunks established pursuant to Section [6] below, or over local interconnection trunks via the appropriate operator services code in the LERG.<br><br>1.6.3 Intentionally Left Blank<br><br>1.6.4 If MCIm does not purchase Operator Services from Verizon, the Parties shall exchange Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI) inquiries between operator bureaus over Local Interconnection Trunk Groups using network-routable access codes published in the LERG. [Agreed]<br><br><u>1.7 Directory Assistance Trunking Arrangements</u><br><br>1.7.1 Where MCIm purchases Directory Assistance service from Verizon, the MCIm will establish separate trunk groups from MCIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups). [Agreed]<br><br>1.7.2 Where MCIm purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIm upon request. Verizon shall provide MCIm with the customer billing records necessary for MCIm to bill its customers for these calls.<br><br>* * * *<br><br><u>Section 6. Line Status Verification And Verification With Call Interruption</u><br><br>6.1 Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt | Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).<br><br>(to be inserted in a separate Attachment to this Interconnection Agreement or in a separate agreement between the Parties, as appropriate)<br><br>Operator Services Trunking Arrangements<br><br>Where MCIm purchases Operator Services from Verizon, MCIm will establish separate trunk groups from MCIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups").<br><br>Where MCIm purchases Operator Services from Verizon, Verizon operators will verify MCIm End User loops that are provisioned or maintained by Verizon.<br><br>Where MCIm does not purchase Operator services from Verizon, MCIm operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, such requests will be transmitted via inward trunks established pursuant to Section __ [Line Status Verification and Verification With Call Interruption Section] below.<br><br>Directory Assistance Trunking Arrangements<br><br>Where MCIm purchases Directory Assistance service from Verizon, the MCIm will establish separate trunk groups from MCIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups).<br><br>Where MCIm purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIm upon request. Verizon shall provide MCIm with the customer billing records necessary for MCIm to bill its customers for these calls.<br><br>Line Status Verification And Verification With Call Interruption<br>Each Party shall offer Line Status Verification (LSV) and Verification |

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| | | calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party. [Agreed]<br><br>6.2 The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line. [Agreed]<br><br>6.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks. [Agreed]<br><br>6.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party. [Agreed]<br><br>6.5 When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator. [Agreed]<br><br>6.6 Compensation. Each Party shall charge the other Party for LSV and VCI at rates specified in Attachment I. [Agreed] | and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.<br><br>The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line.<br><br>Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks.<br><br>Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.<br><br>When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator. |
| IV-9 | Should the Interconnection Agreement contain detailed | RESOLVED | RESOLVED |

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| | provisions addressing the signaling protocol to be used in interconnecting their networks, including the use of SS7 signaling, exchange of Automatic Number Identification, and the requirement that interconnection facilities be 64 Kbps Clear Channel Capable and Extended Super Frame with Bipolar 8 Zero Substitution line coding? | | |
| IV-10 | Should the Interconnection Agreement include terms setting forth network management protocols to be used, including protective traffic management controls to protect the network from congestion or overload; expansive protocols for rerouting of traffic in case of congestion; and planning for mass calling and high volume calling situations? | RESOLVED | RESOLVED |
| IV-11 | Should the Interconnection Agreement include detailed terms addressing usage measurement, including use of standard Automatic Message Accounting records; measurement of terminating minutes in actual conversation seconds and originating minutes in network access duration seconds; the transmission of | Section 7. Usage Measurement<br><br>7.1 Each Party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party.<br><br>7.2 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute. | 6. Traffic Measurement and Billing over Local Interconnection Trunks<br><br>6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks.<br><br>6.1.1 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 |

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| | originating Calling Party Number (CPN) information; and procedures to be followed if CPN is not passed? | 7.3 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the traffic exchange trunks at such time as the originating Switch is equipped for SS7, and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of traffic for which CPN is passed, as provided in Attachment I and applicable Tariffs.<br><br>7.4 If, under the circumstances set forth in Section [7.3] of this Attachment, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.<br><br>7.5 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.<br><br>7.6 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. | Measured Internet Traffic, the FCC Internet Order.<br><br>6.1.2 If the originating Party passes CPN on ninety percent (90%) 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 10%) 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 calls passed with CPN information.<br><br>6.1.3 If the originating Party passes CPN on less than ninety percent (90%) 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.<br><br>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Local 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 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. 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 |

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| | | **Section 4. Interconnection and Reciprocal Compensation**<br><br>**4.1 General**<br><br>**4.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIm and Verizon will be classified as Local Traffic, intraLATA Toll Traffic, Transit traffic or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local service areas for the purposes of providing Telecommunications Services to its own Customers.**<br><br>**4.1.2 Usage Measurement**<br><br>**4.1.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.**<br><br>**4.1.2.2 Each Party shall include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, where available.**<br><br>**4.1.2.3 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.**<br><br>**4.1.2.4 Measurement of minutes of use over Interconnection trunk groups must be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.**<br><br>**4.1.2.5 MCIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. Verizon shall be responsible for measuring the jurisdiction of this traffic based on their own terminating call records and the CPN MCIm passes on these calls. In the event MCIm chooses to deliver both types of traffic over the same traffic exchange trunks, desires application of the local call transport and termination rates, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Local Usage ("PLU") information to Verizon as set forth in Section [7.5] of Attachment IV. In the event MCIm includes both interstate and intrastate toll** | **Traffic shall be made in accordance with Section 7.3.2.1 below.**<br><br>**6.3 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.**<br><br>**6.4 Nothing in this Agreement 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.** |

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| | | **traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, MCIm will provide Percent Interstate Usage ("PIU") to Verizon as set forth in Section [7.5] of Attachment IV. Verizon shall have the same options, and to the extent it avails itself of them, the same obligations, to provide PIU and PLU information to MCIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and PIU information cannot reasonably be determined, the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.**<br><br>**4.5 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, or PLU in order to determine the jurisdiction of the traffic.**<br><br>**[In addition, from the mediations]**<br><br>**Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.** | |
| IV-12 | **Should the Interconnection Agreement include detailed provisions addressing the responsibilities of the parties for complying with requests for audits of usage reports; the responsibilities of the parties for control office functions, coordination, installation, testing, and maintenance, of trunk groups; responsibility to notify one another of service** | **RESOLVED** | **RESOLVED** |

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| | **affecting changes; responsibility to coordinate testing activity with one another; perform sectionalization to identify the location of troubles; advise one another of equipment failures; provide trouble reporting contact numbers, test-line numbers, and implement coordinated repair procedures?** | | |
| IV-13 | **Should the Interconnection Agreement include reporting terms which provide for monthly facility measurement and trunk group measurement reports from Verizon regarding its interconnection with WorldCom including provision of Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in WorldCom's network?** | **RESOLVED** | **RESOLVED** |
| IV-34 | **Should the ICA contain a provision that (1) entitles WorldCom to deliver both Local Traffic and toll traffic over the same trunk group(s); (2) establishes the procedure for measuring the jurisdiction of this traffic based on Verizon's terminating call records and the CPN WorldCom passes on these calls; (3) provides** | **RESOLVED** | **RESOLVED** |

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| | that if WorldCom fails to pass CPN on more than 10% of the calls, it will provide Percent Local Usage (PLU) information to Verizon ; (4) provides that in the event WorldCom includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Interstate Usage (PIU) to Verizon; (5) gives Verizon the same options and obligations as WorldCom; (6) sets forth requirements for determining PIU and PLU information; and (7) provides that that the basis for such determinations are subject to audit? | | |
| IV-37 | Should the interconnection agreement reflect the meet point billing arrangements proposed by WorldCom? | 4.9 Compensation for the Termination of Meet Point Traffic<br><br>4.9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents) and as otherwise agreed to by the Parties and modified herein or, as appropriate, filed in the Parties applicable tariffs.<br><br>4.9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.<br><br>4.9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and Verizon is the | 9. Meet-Point Billing Arrangements<br><br>9.1 MCIm and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and as otherwise agreed to by the Parties or, as appropriate, filed in the Parties' applicable tariffs. The arrangements described in this Section 9 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a access Tandem Switch that is provided by Verizon.<br><br>9.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.<br><br>9.3 Interconnection for the MPB arrangement shall occur at the Verizon |

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| | | Subsequent Billing Company ("SBC"). The actual rate values for each rate element shall be the rates contained in each Party's respective Switched Access tariff.<br><br>4.9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.<br><br>4.9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface ("EMI") format, on cartridge or via a mutually acceptable electronic file transfer method, at no charge.<br><br>4.9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)<br><br>4.9.7 The Parties agree to coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change resulting in a new BAR/BACR number.<br><br>4.9.8 (Errors may be discovered by MCIm, the IXC, or Verizon.) Each Party agrees to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but, not withstanding, no later than thirty (30) days.<br><br>4.9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 10 days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the | access Tandems in the LATA, unless otherwise agreed to by the Parties.<br><br>9.4 MCIm and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.<br><br>9.5 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). Pursuant to MECAB section 4.3.2, the Multiple Bill/Multiple Tariff will apply when additional providers are involved in the transport of this access traffic.<br><br>9.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 9.17.<br><br>9.7 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.<br><br>9.8 Verizon shall provide MCIm with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. In the rare event that cat 11-01XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs. |

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| | | average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.<br><br>4.9.10 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB. This information shall be exchanged on a one time basis with updates as necessary.<br><br>4.9.11 Verizon shall provide to MCIm its Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCIm the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.<br><br>4.9.12 Initially, MCIm shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCIm shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.<br><br>4.9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCIm, Verizon shall send MCIm the category 1101XX records for such traffic in addition to the other category 1101XX records.<br><br>4.9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCIm's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCIm for the amount of lost revenue. In the rare event that cat 11-01 or cat 11-50 records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs. | the IXCs.<br><br>9.9 MICm shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. In the rare event that cat 11-50XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs.<br><br>9.10 All usage data to be provided pursuant to Sections 9.8 and 9.9 shall be sent to the following addresses:<br><br>To MCIm:<br><br>[Notification Contact]<br>[Address 1]<br>[Address 2]<br>[Address 3]<br>City, State Zip<br><br>For Verizon (Former BA service area):<br><br>New York State Access Pool<br>C/O ACM, Inc.<br>941 River Road<br>Schenectady, N.Y. 12306<br>Attn: Mark Ferri<br><br>For Verizon (Former GTE service area):<br><br>Verizon Data Services<br>ATTN: MPB<br>1 East Telecom Parkway<br>Dock K |

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| | | 4.9.15 If category 1150XX records are not submitted by MCIm in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, MCIm will be liable to Verizon for the amount of lost revenue.<br><br>4.9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.<br><br>4.9.17 Interconnection for the Meet Point Billing arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.<br><br>4.9.18 Audits under this Section [4.9] shall be conducted as set forth in the Audit provisions of the General Terms and Conditions (Part A) of this Agreement.<br><br>4.9.19 In the event MCIm determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCIm to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCIm Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the meet point billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:<br><br>a / (a + b) = MCIm Billing Percentage<br><br>and<br><br>b / (a + b) = Verizon Billing Percentage<br><br>where:<br><br>a = the airline mileage between MCIm Routing Point and | Temple Terrace, FL 33637<br><br>Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 4.23 of the General Terms and Conditions<br><br>9.11 MCIm and Verizon shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 9. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.<br><br>9.12 Errors may be discovered by MCIm, the IXC, or Verizon. MCIm and Verizon agree to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but, not withstanding, no later than thirty (30) days. In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 10 days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.<br><br>9.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 4.4 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.<br><br>9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCIm's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate |

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| | | the actual point of interconnection for the MPB arrangement; and<br><br>b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.<br><br>4.9.20 MCIm shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of MCIm's delivery of notice to Verizon, Verizon and MCIm shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages. | will be billed to the IXCs.<br><br>9.15 If category 1150XX records are not submitted by MCIm in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs.<br><br>9.16 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.<br><br>9.17 In the event MCIm determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCIm to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCIm Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:<br><br>a / (a + b) = MCIm Billing Percentage<br><br>and<br><br>b / (a + b) = Verizon Billing Percentage<br><br>where:<br><br>a = the airline mileage between MCIm Routing Point and the actual point of interconnection for the MPB arrangement; and |

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| | | | **b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.**<br><br>**9.18 MCIm shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of MCIm's delivery of notice to Verizon, Verizon and MCIm shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.** |
| V-1 | *Competitive Tandem Service - Should Verizon be permitted to place restrictions on UNEs so as to preclude AT&T from providing competitive tandem services?* | AT&T's Schedule 4, part B, including, in particular, section 6 should be adopted:<br><br>*6. COMPETITIVE TANDEM SERVICE – Upon request by AT&T, the Parties will establish two-way competitive-tandem trunk groups separate from ESIT trunk groups, to carry traffic between AT&T's switched access customer connected to AT&T's switch and Verizon's local customers. Such trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of competitive-tandem traffic:*<br><br>*6.1 Verizon will provide to AT&T UNE local switching, tandem switching and transport of Feature Group D calls from end-users who have chosen an IXC that is connected to the AT&T's tandem switch.*<br><br>*6.2 The charges applicable to the functions provided by Verizon to AT&T will be in accordance with Exhibit A.*<br><br>*6.3 Verizon may bill AT&T directly for the UNEs ordered by AT&T.*<br><br>*6.4 AT&T shall direct traffic received from Switched Access customers directly to Verizon's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, AT&T may direct such traffic to Verizon's tandem serving the called party's end office.*<br><br>*6.5 Upon request from AT&T, Verizon shall provide the Carrier Identification Parameter option with competitive-tandem trunk groups ordered by AT&T, so that the primary customer's carrier identification code (CIC) or the CIC designated by the origination of the call will be sent to AT&T in the initial address message of the* | *Verizon VA opposes AT&T's proposed Schedule 4, part B, section 6 and as modified in AT&T Witness Talbott's direct testimony on non-mediation issues at pages 115-117.* |

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| | | *common channel signaling protocol.*<br><br>*6.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, the Parties will pass any CPN they receive from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by AT&T, Verizon will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.* | |
| V-2 | *Interconnection Transport - What is the appropriate rate for Verizon to charge AT&T for transport purchased by AT&T for purposes of interconnection – the UNE transport rate or the carrier access rate?* | Verizon should be compelled to provide interconnection transport at UNE rates and publish those rates in the attached pricing schedule to the interconnection agreement, Exhibit A.<br><br>See also AT&T proposed schedule 4, Part B, section 1.2:<br><br>*1.2 UNE Dedicated Transport provided by VERIZON – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.* | *See Exhibit A to Verizon VA's proposed interconnection agreement, 1.A.II.*<br><br>***II. Entrance Facilities and Transport for Interconnection***<br>*A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection*<br><br>*Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time*<br><br>*Per intrastate [Verizon VA S.C.C. No. 217 Sec. 6] access tariff for Feature Group D service as amended from time to time*<br><br>*Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time*<br><br>*Per intrastate [ Verizon VA S.C.C. No. 217 Sec. 6] access tariff for Feature Group D service as amended from time to time* |
| V-16 | *Should AT&T have a reciprocal duty to provide transit services to Verizon?* | AT&T's proposed contract Section 7.2.7 should be adopted:<br><br>*AT&T may, in its sole discretion, offer Transit Traffic Services to Verizon or other* | *7.2.7 If or when a third party carrier's Central Office subtends an AT&T Central Office, then AT&T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&T Central Office* |

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| | | *third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by Verizon*<br><br>Verizon's proposed contract Section 7.2.7 should not be adopted:<br><br>~~If or when a third party carrier's Central Office subtends an AT&T Central Office, then AT&T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&T Central Office ("Reciprocal Transit Service"). AT&T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.~~ | *("Reciprocal Transit Service"). AT&T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.* |
| VI-1(A) | **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? –**<br><br>**Trunk Types** | **Attachment IV, Section 1.2 through 1.2.6 and Attachment IV, Sections 1.3 through 1.7, as set forth in other issues I-1, IV-6, IV-7, IV-8, IV-34 above.**<br><br>**1.2 Interconnection Trunking Arrangements**<br><br>**1.2.1 The Parties will establish trunk groups to exchange local, intraLATA toll, and transit traffic (referred to in this Attachment IV as "Local Interconnection Trunk Groups").**<br><br>**1.2.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including, but not limited to, Meet Point, 911, Operator Services, and Directory Assistance.**<br><br>**1.2.3 Either Party may order and establish Interconnection trunk groups in addition to the initial combinations described above.**<br><br>**1.2.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.** | **2.2 <u>Trunk Types</u>.**<br><br>**2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups, in accordance with the terms of this Agreement:**<br>**2.2.1.1 Local Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic (between their respective Telephone Exchange Service Customers), Tandem Transit Traffic, and Measured Internet Traffic;**<br><br>**2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between MCIm Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem; and**<br><br>**2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and** |

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| | | **1.2.5 Other than the reciprocal compensation arrangements set forth in this Agreement, neither Party may charge the other Party for use of Local Interconnection Trunk Groups. As an example only, neither Party may charge the other Party, installation charges or monthly recurring charges for the use of Local Interconnection Trunk Groups.**<br><br>**1.2.6 It is recognized by the Parties that there is no technical requirement to segregate local and toll traffic from MCIm to Verizon, or from Verizon to MCIm.** | **testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.**<br><br>**2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).**<br>***See also* Verizon VA's contract language to WorldCom in support of Issues I-1, IV-2, IV-6, IV-8, and VI-1(C).** |
| VI-1(B) | **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? – Transmission & routing of Telephone Exchange Access Service Traffic** | **WorldCom reject's Verizon's proposed language and proposes inclusion of:**<br><br>**1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.** | **5. Transmission and Routing of Telephone Exchange Service Traffic**<br><br>**5.1 <u>Scope of Traffic</u>.**<br><br>**Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.**<br><br>**5.2 <u>Trunk Group Connections and Ordering</u>.**<br><br>**5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, MCIm shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then MCIm shall pay 100% of the facility charges for the Two-Way Local Interconnection Trunks.**<br><br>**5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group. [Agreed]**<br><br>**5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party. [Agreed]** |

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| | | | **5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.**<br><br>**5.2.5 <u>Switching System Hierarchy and Trunking Requirements</u>. Each Party shall route traffic in accordance with the LERG. [Agreed]**<br>**5.2.6 <u>Signaling</u>. Each Party shall provide the other Party with signaling necessary for the routing and completion of the other Party's traffic in accordance with this Agreement. [Agreed]** |
| VI-1(C) | **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? –**<br><br>**Toll free service access code traffic** | **[Bolded text below is the only disputed language.]**<br><br>The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party.<br><br>1.1. When MCIm delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery<br><br>1.1.1 to an IXC:<br>MCIm shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with this Agreement; and MCIm shall bill the IXC the MCIm query charge associated with the call.<br><br>1.1.2. to Verizon or another LEC that is a toll free service access code service provider in the LATA MCIm shall provide an appropriate EMI record to the toll free service access code service provider; and<br><br>1.2. MCIm's Tariffed Feature Group D ("FGD") Switched Exchange Access and the MCIm query charge, shall be assessed to the toll free service access code service provider; and Verizon shall assess applicable Tandem Transit Service charges and associated pass through charges to **toll free service access code service provider**. When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's Customers, to MCIm: | 10. Toll Free Service Access Code (e.g., 800/888/877) Traffic<br><br>The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party.<br><br>10.1 When MCIm delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery<br><br>10.1.1 to an IXC:<br>MCIm shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with this Agreement; and MCIm shall bill the IXC the MCIm query charge associated with the call.<br><br>10.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA:<br><br>10.1.2.1 MCIm shall provide an appropriate EMI record to the toll free service access code service provider; and<br><br>10.2 MCIm's Tariffed Feature Group D ("FGD") Switched Exchange Access, as applicable, and the MCIm query charge, shall be assessed to the toll free service access code service provider; and Verizon shall assess applicable Tandem Transit Service charges and associated pass through charges when Verizon delivers toll free service access code calls that have been queried to an "800" database, |

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| | | 1.2.1. where the queried call is an intraLATA call that is handed off to MCIm in MCIm's capacity as a toll free service access code service provider:<br><br>1.2.2. Verizon shall bill MCIm the Verizon query charge associated with the call as specified in the Pricing Attachment; and<br><br>1.2.2.1 Verizon shall provide an appropriate EMI record to MCIm; and<br><br>1.2.2.2 Verizon's Tariffed FGD Switched Exchange Access charges shall be billed to MCIm.<br><br>1.3. Unqueried Toll Free Service Access Code (e.g., 800/88/8/877) Traffic. If MCIm chooses Verizon to handle toll free service access code (e.g.,800/888/877) ("800") database queries from MCIm's central office switches, all originating Toll Free Service calls for which MCIm requests that Verizon perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered over an appropriate trunk group capable of carrying GR-394 format.<br><br>1.3.1. When the 800 call is routed to an IXC:<br><br>1.3.1.1 Verizon will query the call and route the call to the appropriate IXC.<br><br>1.3.1.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the IXC.<br><br>1.3.2. Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.<br><br>1.3.3. When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:<br><br>1.3.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.<br><br>1.3.3.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the LEC toll free service access code service provider<br><br>1.3.3.3 Verizon shall bill the LEC toll free service access code service provider the | originated by Verizon's or another LEC's Customers, to MCIm:<br><br>10.2.1 where the queried call is an intraLATA call that is handed off to MCIm in MCIm's capacity as a toll free service access code service provider:<br><br>10.2.2 Verizon shall bill MCIm the Verizon query charge associated with the call as specified in the Pricing Attachment; and<br><br>10.2.2.1 Verizon shall provide an appropriate EMI record to MCIm; and<br><br>10.2.2.2 Verizon's Tariffed FGD Switched Exchange Access charges shall be billed to MCIm as applicable.<br><br>10.3 Unqueried Toll Free Service Access Code (e.g., 800/88/8/877) Traffic.<br><br>10.3 If MCIm chooses Verizon to handle toll free service access code (e.g., 800/888/877) ("800") database queries from MCIm's central office switches, all originating Toll Free Service calls for which MCIm requests that Verizon perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered over an appropriate trunk group capable of carrying GR-394 format. If MCIm chooses Verizon to handle toll free service access code (e.g.,800/888/877) ("800") database queries from MCIm's central office switches, all MCIm originating 800 traffic will be routed over a separate 800 trunk group. The 800 trunk group will be one-way from MCIm to Verizon. Verizon will perform the query and route the call appropriately.<br><br>10.3.1 When the 800 call is routed to an IXC:<br><br>10.3.1.1 Verizon will query the call and route the call to the appropriate IXC.<br><br>10.3.1.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the IXC.<br><br>10.3.2 Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.<br><br>10.3.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA: |

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| | | query charge associated with the call and any other applicable Verizon charges.<br><br>1.4. Verizon will not direct unqueried toll free service access code call to MCIm. | 10.3.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.<br><br>10.3.3.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the LEC toll free service access code service provider.<br><br>10.3.3.3 Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.<br><br>10.4 Verizon will not direct unqueried toll free service access code call to MCIm. |
| VI-3(A) | **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? – Compensation mechanism** | **RESOLVED** | **RESOLVED** |
| VII-1 | *Should AT&T be allowed to circumvent over a year's worth of negotiations by inserting language on Network Architecture issues that was never discussed by the Parties?* | No contract terms are applicable. | *Verizon opposes inclusion of AT&T's Schedule Four.* |

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| VII-2 | *Should the Parties' interconnection agreement reflect their recent agreement on Demand Management Forecasts* | *RESOLVED* | *RESOLVED* |
| VII-3 | *How should the Parties Define "Interconnection Points" ("IP") and "Points of Interconnection" ("POI")?* | See AT&T Proposed Schedule 4 and refer to the language cited in the discussion of Issue I-1. | **1.45**(a) "IP" or "Interconnection Point" means the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.<br><br>**1.63** "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.<br><br>**4.1.2** Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.2. To the extent the originating Party's Point of Interconnection ("POI") is not located at the receiving Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from its POI to the receiving Party's relevant IP.<br><br>**4.1.3** Reciprocal Compensation Traffic Interconnection Points. 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. The originating Party will be responsible for providing transport on its side of the other Party's IP and the terminating party will be responsible for providing transport on its side of its IP, and the cost of such transport will be recovered through reciprocal compensation.<br><br>5.7.6.2 Interconnection Points **[For Other Types of Traffic]**<br><br>**5.7.6.2.1** 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 4.1.3 above.<br><br>**5.7.6.2.2** 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 the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party |

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| | | | shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.1.3 above.<br><br>**5.7.6.2.3** 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. |
| VII-4 | *If AT&T fails to establish an Interconnection Point in accordance with the terms of the interconnection agreement, what reciprocal compensation rates and/or inter-carrier compensation rates should Verizon pay AT&T?* | No applicable AT&T contract terms. Verizon's proposed section 4, including 4.2.7 below, should not be adopted:<br><br>~~4.2.7 AT&T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&T-IP in any given LATA.~~ | **4.1.3.2** In the case of AT&T as the receiving Party, Verizon may request, and AT&T will then establish, geographically-relevant IPs by establishing an AT&T-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (AT&T) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable AT&T-IP in such case. AT&T shall identify its IPs in writing pursuant to Section 4.4. If AT&T fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then AT&T shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the AT&T-IP (for traffic to the relevant NPA-NXX).<br><br>**4.1.3.4** At any time that AT&T establishes a Collocation site at a Verizon End Office, then either Party may request that such AT&T Collocation site be established as the AT&T-IP for traffic originated by Verizon Customers served by that End Office.<br><br>**4.1.3.4.1** In the case of Verizon making such request to AT&T, AT&T's obligation to establish an IP at an AT&T Collocation site at a Verizon End Office shall be limited to no more than one (1) such AT&T Collocation site within a given local calling area or expanded area service as such areas are defined in Verizon's |

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| | | | effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another AT&T-IP, then upon Verizon's request for a geographically relevant AT&T-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If AT&T should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant AT&T-IPs or to an End Office Collocation site AT&T-IP within sixty (60) days following Verizon's request, AT&T shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the AT&T-IP. |
| VII-5 | *When AT&T offers a limited number of IPs, should AT&T charge Verizon distance sensitive charges if Verizon purchases transport to an AT&T IP?* | AT&T's proposed contract Schedule 4 should be adopted. See Issue I-1 above.<br><br>Verizon's proposed contract section 4.2.7 should not be adopted:<br><br>~~*4.2.7 AT&T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&T-IP in any given LATA.*~~ | 4.2.7 AT&T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&T-IP in any given LATA. |
| VII-6 | *Should Verizon be forced to offer interconnection facilities and hubbing at central offices other than those intermediate hub locations identified in the NECA 4 tariff?* | AT&T's Proposed § 5.2.1 of the agreement should be adopted:<br><br>*Traffic Exchange Trunk group connections will be made at a DS-1 or DS-3 level. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10.* ~~*[When Traffic Exchange Trunks are provisioned using a DS-3 interface facility, AT&T shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in*~~ | 5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 or DS-3 level. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10. When Traffic Exchange Trunks are provisioned using a DS-3 interface facility, AT&T shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be mutually agreed to by both Parties. |

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| | | ~~*writing by Verizon]*~~. *Ancillary Traffic trunk groups may be made below a DS-1 level, as may be mutually agreed to by both Parties.*<br><br>~~Red text~~ indicates VZ-proposed language with which AT&T disagrees. | |
| VII-7 | *Should AT&T deliver untranslated 8YY traffic to the appropriate Verizon access tandem?* | *RESOLVED.* | *RESOLVED.* |