

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

June 25, 2003

Mrs. Blanca S. Bayo
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

JUN 25 PM 4:28
COMMISSION
CLERK

RE: Docket 030291-TP Request for approval of interconnection, unbundling, resale, and collocation agreement and two amendments between BellSouth Telecommunications, Inc. and The Other Phone Company, Inc. d/b/a Access One Communications, and Talk America, Inc.

Dear Ms. Bayo:

On March 21, 2003, BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, and Talk America, Inc. filed an interconnection, unbundling, resale, and collocation agreement and two amendments for Florida Public Service Commission approval. The subject of the cover letter of the filing was styled as referenced above.

However, in filing the aforementioned contract a page(s) were inadvertently omitted. Please accept the attached page(s) as correction of the initial filing and existing docket file.

I would appreciate your assistance in correcting the filing and record in question.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KA)

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Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

45. **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA to the extent applicable. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

**The Other Phone Company, Inc.
d/b/a Access One Communications
The Other Phone Company, Inc.
d/b/a Talk America Inc.
Talk America Inc.**

C.W. Boltz
Signature

Aloysius T. Lamm IV
Signature

C. W. Boltz
Name

Aloysius T. Lamm IV
Name

Managing Director
Title

v.p. General Counsel
Title

5/13/02
Date

5/10/02
Date