

RECEIVED-FPSC

 **BELLSOUTH**

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

850 224-7798
Fax 850 224-5073

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A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

November 23, 1998

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

981711-TP

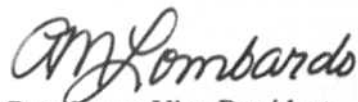
Re: Approval of two Amendments to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Touch 1 Communications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Touch 1 Communications, Inc. are submitting to the Florida Public Service Commission two amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Touch 1 Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0498-FOF-TP issued April 10, 1998 in Docket 980036-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendments to the negotiated agreement between BellSouth and Touch 1 Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their amendment.

Very truly yours,



Regulatory Vice President

(2)

DOCUMENT NUMBER-DATE

13258 NOV 23 88

FPSC-RECORDS/REPORTING

AMENDMENT
TO
THE RESALE AGREEMENT BETWEEN
TOUCH 1 COMMUNICATIONS, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 16, 1997

Pursuant to this Agreement (the "Amendment"), Touch 1 Communications ("Touch 1") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated December 16, 1997 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The following language shall be included as Section III.T.2 of the Agreement:

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Agreement.

2. Exhibit A of the Resale Agreement shall be amended to include the Operational Support Systems (OSS) Rate Table attached hereto as Attachment 1 of this Amendment.

3. All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Touch 1 Communications, Inc.

By: 
Signature

Name: Clarence T. Prestwood
Printed Name

Title: Vice President

Date: 10-26-95

BellSouth Telecommunications, Inc.

By: 
Signature

Name: Jerry Hendrix
Printed Name

Title: Director

Date: 10-15-98

Attachment 1

EXHIBIT A
(Amended)

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC ¹ First 1,000 - \$550.00 Add'l 1,000 - \$110.00	Note ²	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-appealable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

¹ The Charge per 1,000 LSRs applies on a per CLEC basis.

² The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

AMENDMENT TO
RESALE AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND TOUCH 1 COMMUNICATIONS, INC.
DATED DECEMBER 16, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") Touch 1 Communications, Inc., ("Touch 1") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated December 16, 1997 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

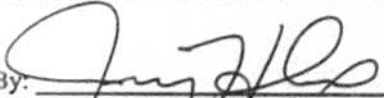
1. The parties hereby agree that Section VIII.A of the Resale Agreement is amended by inserting the following sentence as Subsection 6. at the end of Section VIII.A

BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

2. The Parties agree that all of the other provisions of the Resale Agreement, dated December 16, 1997, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

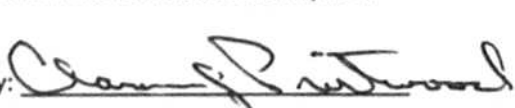
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Jerry D. Hendrix - Director

DATE: 10/15/98

TOUCH 1 COMMUNICATIONS, INC.

By: 

DATE: 10/26/98