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Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

February 4, 2000

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

000147-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and CCCFL, Inc. d/b/a Connect! pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and CCCFL, Inc. d/b/a Connect! are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to CCCFL, Inc. d/b/a Connect!. The initial agreement between the companies was filed in Docket 991691-TP to be administratively approved on February 20, 2000.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and CCCFL, Inc. d/b/a Connect! 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 agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President
(28)

DOCUMENT NUMBER-DATE

01636 FEB-48

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The amendment dated 12/15/1999 to the Interconnection Agreement dated 09/15/1999 entered into by and between BellSouth Telecommunications, Inc. and Connect!, for all states in BellSouth's Region consists of the following:

ITEM	NO. PAGES
Amendment	5
TOTAL	5

**Amendment
Agreement by and between
BellSouth Telecommunications, Inc.
and Connect!
dated September 15, 1999**

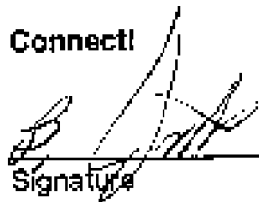
This Agreement ("the Amendment") refers to the Interconnection Agreement (the "Agreement") entered into by and among CCCAL, Inc. d/b/a Connect!, an Alabama corporation; CCCFL, Inc. d/b/a Connect!, a Florida corporation; CCCGA, Inc. d/b/a Connect!, a Georgia corporation; CCKY, Inc. d/b/a Connect!, a Kentucky corporation; CCCLA, Inc. d/b/a Connect!, a Louisiana corporation; CCCMS, Inc. d/b/a Connect!, a Mississippi corporation; CCCNC, Inc. d/b/a Total Connect!, a North Carolina corporation; CCCSC, Inc., d/b/a Total Connect!, a South Carolina corporation; and CCTN, Inc. d/b/a Connect!, a Tennessee corporation, collectively Connect!, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, each on behalf of itself and its successors and assigns. This Amendment is made by and between Connect! and BellSouth and shall be deemed effective on the date executed by Connect! and BellSouth.

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, Connect! and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Resale discounts displayed in Attachment "D", Applicable Discounts, to the Agreement shall be deleted in their entirety and replaced with the applicable resale discounts set forth in Exhibit A to this Amendment.
2. The Agreement shall be further amended to include Exclusion and Limitations on Services Available for Resale, as set forth in Exhibit B to this Amendment.
3. All other provisions of the Agreement dated September 15, 1999 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the Alabama Public Service 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.

Connect!



Signature

Bill Jester

Name

Vice President

Title

12/19/99

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Sr. Director - Interconnection Services

Title

12/15/99

Date

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by CLEC-1 for the purposes of resale to CLEC-1 end users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1. Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2. Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4. Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5. Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7. N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8. AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9. MemoryCall SM Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10. Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11. Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12. Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13. End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14. Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1. Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2. Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4. Promotions - < 90 Days (Note 2)	Yes	No	No	No	Yes	No	No	No
5. Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7. N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8. AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9. MemoryCall SM Service	Yes	No	Yes	No	Yes	No	Yes	No
10. Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11. Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12. Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13. End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14. Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Section A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM service is tariffed as BellSouthSM ATN Virtual Number Call Detail Service.