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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

ORIGINAL

July 14, 2000

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

RECEIVED-FPSC
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RECORDS AND REPORTING

000860-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Budget Phone, 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 Budget Phone, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Budget Phone, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-1157-FOF-TP issued June 7, 1999 in Docket 990506-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and Budget Phone, 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,

Marshall M. Criser III

Regulatory Vice President

(22)

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Mr
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
108559 JUL 14 8
FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Budget Phone, Inc. and BellSouth Telecommunications, Inc., dated 05/19/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
TOTAL	1

05/23/00

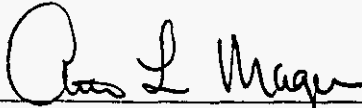
PLEASE FORWARD TO BELLSOUTH

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings:

Release of Subscriber List Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, BUDGET PHONE, INC. agrees to provide BellSouth, and BellSouth agrees to accept, BUDGET PHONE, INC.'s Subscriber List Information (SLI) relating to BUDGET PHONE, INC.'s customers in the geographic area(s) covered by this Interconnection Agreement. BUDGET PHONE, INC. authorizes BellSouth to release all such BUDGET PHONE, INC. SLI provided to BellSouth by BUDGET PHONE, INC. to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such BUDGET PHONE, INC. SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved the modification to such tariffs.

No compensation shall be paid to BUDGET PHONE, INC. for BellSouth's receipt of BUDGET PHONE, INC. SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incur costs on an ongoing basis to administer the release of BUDGET PHONE, INC. SLI, BUDGET PHONE, INC. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by BUDGET PHONE, INC. under this Agreement. BUDGET PHONE, INC. shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate BUDGET PHONE, INC. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to BUDGET PHONE, INC. any complaints received by BellSouth relating to the accuracy or quality of BUDGET PHONE, INC. listings. The Parties shall negotiate the date for initial release of BUDGET PHONE, INC. listings and subsequent updates. The BUDGET PHONE, INC. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.



Signature of Authorized Representative

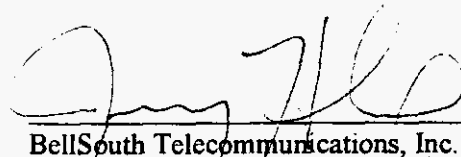
ARTHUR L. MAGEE

Typed of Printed Name

COMPTROLLER

Title

ACCEPTED



BellSouth Telecommunications, Inc.

