

BELLSOUTH

BellSouth Telecommunications, Inc.

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January 3, 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

030023-TP

Re: Approval of the Adoption of the negotiated agreement for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, LLC d/b/a AT&T by USA Telephone, Inc. pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996.


Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and AT&T Communications of the Southern States, LLC d/b/a AT&T are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to AT&T Communications of the Southern States, LLC d/b/a AT&T. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act.

Please be advised that AT&T Communications of the Southern States, LLC d/b/a AT&T has adopted the BellSouth/ USA Telephone, Inc. agreement and any and all amendments in its entirety. The original agreement was approved in FPSC Docket No. 000731-TP. It is understood by all parties that the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AT&T Communications of the Southern States, LLC d/b/a AT&T within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the agreement, or if implementation of the agreement, or any portion of the agreement, is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement will be deemed effective by operation of law on April 3, 2003.

Very truly yours,


Regulatory Vice President (LCA)

DOCUMENT NUMBER DATE

00084 JAN-30

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

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By and Between

BellSouth Telecommunications, Inc.

And

USA Telephone Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between USA Telephone Inc. ("USA Telephone"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, USA Telephone has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("AT&T") dated October 26, 2001 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, USA Telephone and BellSouth hereby agree as follows:

1. USA Telephone and BellSouth shall adopt in its entirety, except for those items identified in Paragraph 2-11 following, the AT&T Interconnection Agreement dated October 26, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
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Exhibit 1 - Title Page	1
Exhibit 1 - AT&T Agreement	469
Exhibit 1 - Amendment dated 04/18/02	56
Exhibit 2 - ATT 8 - Rights of Way	3
Exhibit 3 - Rates	44
TOTAL	580

2. The Parties agree to delete Section 3.23 of Attachment 1 and replace with a new Section 3.23 as follows:

- 3.23 Notwithstanding the foregoing, BellSouth may provide USA Telephone Tone notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

3. The Parties hereby agree to delete Section 5.3.1.1 of Attachment 3, as amended on April 18, 2002, and replace with new Sections 5.3.1.1 and 5.3.1.1.1 as follows:

- 5.3.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements (i.e., traffic that is exchanged over switched access trunk groups). Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body. ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 5.3.1.1.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and USA Telephone agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or USA Telephone that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and USA Telephone further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or USA Telephone that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

4. The Parties hereby agree to delete Sections 5.3.2, 5.3.3, 5.3.3.1, 5.3.3.2, 5.3.3.3, 5.3.4 and 5.3.5 of Attachment 3, as amended on April 18, 2002 and replaced with new Sections 5.3.2, 5.3.3, 5.3.4 and 5.3.5 as follows:
 - 5.3.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating Local Traffic on each other's network.
 - 5.3.3 The Parties agree that charges for transport and termination of Local Traffic on their respective networks are as set-forth in Exhibit A to this Attachment.
 - 5.3.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with Call Transport and Termination of ISP-bound Traffic.
 - 5.3.5 The appropriate elemental rates set-forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 5.3.20 below.

5. The Parties hereby agree to delete Sections 5.3.10 and 5.3.11, as amended on April 18, 2002, of Attachment 3 and replaces with new Sections 5.3.10, 5.3.11.1 and 5.3.11 as follows:
 - 5.3.10 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Services. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic. If the BellSouth end user chooses USA Telephone as their presubscribed interexchange carrier, or if the BellSouth end user uses USA Telephone as an interexchange carrier on a 101XXXX basis, BellSouth will charge USA Telephone the appropriate BellSouth tariff charges for originating switched access services. Neither Party shall represent

Switched Access Traffic as Local Traffic or ISP-bound Traffic for the purposes of determining compensation for the call.

- 5.3.11 If USA Telephone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to USA Telephone end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an USA Telephone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, USA Telephone agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to American Dial Tone at BellSouth's switched access tariff rates.
 - 5.3.11.1 If USA Telephone does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole USA Telephone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if USA Telephone can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 6. The Parties hereby agree to incorporate the following paragraph in Attachment 4 as Section 6.13 as follows:
 - 6.13 Should any state or federal regulatory agency impose procedures or intervals applicable to USA Telephone that are different from procedures or intervals set-forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set-forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 7. The Parties hereby agree to delete Section 21, and 21.1 of General Terms and Conditions and add new Sections 17 and 17.1 in Attachment 4 as follows:
 - 17. Insurance Requirements
 - 17.1 At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which

evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self-insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

8. Attachment 6, Section 1.1.7 hereby deleted in its entirety and replaced with a new Section 1.1.7 as follows:

- 1.1.7 Deposit Policy. When purchasing services from BellSouth, USA Telephone will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Such security deposit shall be required prior to inauguration of service. Security deposits collected under this Section shall not exceed two months' estimated billing. The fact that a security deposit has been made in no way relieves USA Telephone from complying with BellSouth's regulations as to advanced payments. Any such security deposit shall in no way release USA Telephone from its obligation to make compete and timely payments of its bills. If in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in USA Telephone's "accounts receivables and proceeds". In the event USA Telephone fails to remit to BellSouth any deposit requested pursuant to this Section, service to USA Telephone may be terminated in accordance with the terms of Section 1.8 of this Attachment, and any security deposit will be applied to USA Telephone's account(s). In the event service to USA Telephone is terminated due to USA Telephone's default on its account, any security deposits held will be applied to USA Telephone's account. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

9. Attachment 8 will be deleted in its entirety and replaced with a new Attachment 8 attached hereto as Exhibit 2.
10. The Parties hereby agree to delete in entirety Attachment 13.
11. The Parties hereby agree to delete in entirety and replace the Florida rates contained in Exhibit D of Attachment 1, Exhibit A of Attachment 2, Exhibit A of Attachment 3, Exhibit B of Attachment 5 and Exhibit A of

Attachment 7 with the rates in Exhibit 3 of this Agreement, as ordered in Florida Docket 990649-TP, issued October 18, 2001.

12. In the event that USA Telephone consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of USA Telephone under this Agreement.
13. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 2.1 of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2.1 of the AT&T Interconnection Agreement, the effective date shall be October 26, 2001.
14. USA Telephone shall accept and incorporate any amendments to the AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
15. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

USA Telephone Inc.

Jean A. Cherubin
1510 N.E. 162nd St.
Miami, FL 33162
jeanacherubin@yahoo.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Elizabeth R. A. Shiroishi
Signature

Elizabeth R. A. Shiroishi
Name

Assistant Director, Interconnection Services
Title

08-27-02
Date

USA Telephone Inc.

Jean A. Cherubin
Signature

JEAN A. CHERUBIN
Name

V.P.
Title

8/26/02
Date

