

BELLSOUTH

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February 2, 2004

040110-70

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and MCImetro Access Transmission Services, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with MCImetro Access Transmission Services, LLC.

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,


Regulatory Vice President (RAT)

DOCUMENT NUMBER-DATE

01528 FEB-23

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), MCImetro Access Transmission Services LLC ("MCIIm"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 12, 2001 ("Agreement") and shall be deemed effective ten (10) calendar days after the final signature on this document.

WHEREAS, BellSouth and MCIIm entered into the Agreement on September 12, 2001,
and;

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 agree to amend the Interconnection Agreement by adding the following to Attachment 3, Network Elements:

4.17.5 Line Sharing and Line Splitting

4.17.5.1 Line Splitting.

Line Splitting is a UNE service offering that allows a provider of data services (a "Data CLEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over one loop. The voice and data carriers may be the same or different carriers. The Data CLEC provides data service over the high frequency portion of the loop purchased by the Voice CLEC, utilizing a Voice CLEC or Data CLEC-provided collocated DSLAM, and splitter equipment (located in either the Voice CLEC's or Data CLEC's collocation area). BellSouth is also willing to provide POTS splitters to facilitate line splitting.

4.17.5.1.1 End users currently receiving voice service from BellSouth, a Line Sharing arrangement, or a CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by CLECs ordering Line Splitting Service.

4.17.5.1.2 An unloaded, 2-wire copper loop must serve the end user. It is the responsibility of the CLEC to determine if the loop meets its data requirements. The CLEC's meet point is the point of termination for the CLEC's cable and pairs.

4.17.5.1.3 BellSouth will only interface with the Voice ALEC that owns the loop for subsequent activity, trouble reports, etc. With proper authorization, the Data ALEC may act on behalf of the owner of the loop and may submit trouble reports for the data service. The Voice ALEC that owns the loop is responsible for any billable charges associated with the loop.

4.17.5.1.3.1 If BellSouth is currently the voice provider and a provider of data services (a "DataALEC") is the advanced services provider, and the end user subsequently chooses an ALEC for voice service (a "Voice ALEC"), then the following would occur:

4.17.5.1.3.2 If the original line sharing arrangement was established with a Data ALEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data ALEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data ALEC to continue leasing the BellSouth splitter under the following conditions:

4.17.5.1.3.2.1 The existing Data ALEC remains the end user's advanced services provider; and

4.17.5.1.3.2.2. The Data ALEC has an agreement with the Voice ALEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

4.17.5.1.4 When BellSouth provides the splitter, the applicable recurring charges to be paid by the Voice ALEC for this line splitting arrangement will be the loop, port, high frequency spectrum line activation, and one cross connect at the rate set forth in Attachment A. When an ALEC owns the splitter, line splitting requires that the ALEC purchase the following: the loop, port, high frequency spectrum line activation, and two cross connects.

4.17.5.1.5 The applicable nonrecurring charges to be paid by the Voice ALEC for line splitting arrangements will be the nonrecurring rate for the loop-port combination (switch-as-is) if no wiring changes are required. If CO wiring is required (data provider changing) the appropriate charge will be the nonrecurring charge for the appropriate collocation cross connection(s).

4.17.5.1.5.1 Where a line sharing arrangement, BellSouth voice service, or UNE-P arrangement does not already exist, BellSouth will work cooperatively with ALECs to develop methods and procedures to develop a process whereby a Voice ALEC and a Data ALEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice ALEC or the Data ALEC and will provide a splitter if requested to do so by the ALEC. In this scenario, the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.

2. The Parties agree to amend the Interconnection Agreement by adding UNE Line Splitting Rates contained in Exhibit 1 to Attachment 1 Table 1.

3. All of the other provisions of the Agreement, dated September 12, 2001, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

MCI Metro Access Transmission Services LLC

By: 

Name: Marcel Henry

Title: Vice-President, National
Contract and Carrier Management

Date: 3/24/03

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 3/25/03

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 1 | | Table: 1 | | |
|---------------------------------------|---|---------|------|--------------|-------|------------|---------|---------|-------|----------------------------------|--------------------------------------|--|--|---|---|--|
| | | | | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | |
| | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | | UEPSR, UEPSB | UEALS | \$10.69 | \$49.57 | \$22.83 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | | UEPSR, UEPSB | UEABS | \$10.69 | \$49.57 | \$22.83 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | | UEPSR, UEPSB | UEALS | \$15.20 | \$49.57 | \$22.83 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | | UEPSR, UEPSB | UEABS | \$15.20 | \$49.57 | \$22.83 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | | UEPSR, UEPSB | UEALS | \$26.97 | \$49.57 | \$22.83 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | | UEPSR, UEPSB | UEABS | \$26.97 | \$49.57 | \$22.83 | | | | | | | | |
| VIRTUAL COLLOCATION | | | | | | | | | | | | | | | | |
| | Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR, UEPSB | VE1LS | 0.0276 | 8.22 | 7.22 | | | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | |
| | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR, UEPSB | PE1LS | 0.0276 | 8.22 | 7.22 | | | | | | | | |