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BellSouth Telecommunications, Inc.  
150 South Monroe Street  
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November 28, 2006

Mrs. Blanca S. Bayó  
Director, Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 000121A-TP**  
**In Re: Investigation into the establishment of operations support  
systems permanent incumbent local exchange Telecommunications  
companies**

Dear Ms. Bayó:

As requested by the Commission Staff, please find enclosed BellSouth Telecommunications, Inc.'s responses to certain performance related allegations made by Sandhills Telecommunications Group, Inc. (SanTel) as set forth in SanTel's letter to the Commission Staff dated August 17, 2006. A copy of the same is being provided to SanTel.

Sincerely,



Robert A. Culpepper

Enclosures

Michael C. Yovanovich, SanTell  
Jerry D. Hendrix  
James Meza, III

659462

Legal Department  
ROBERT CULPEPPER  
Senior Regulatory Counsel

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BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0841

November 28, 2006

Mr. Jerry M. Hallenstein  
Bureau of Regulatory Review  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Sandhills Telecommunications Group, Inc.**

Dear Mr. Hallenstein:

Please find enclosed the response of BellSouth Telecommunications, Inc. ("BellSouth") to your correspondence to Nancy Sims of BellSouth dated October 24, 2006. In your October 24<sup>th</sup> correspondence, you requested that BellSouth respond to certain allegations made by Michael C. Yovanovich, President of Sandhills Telecommunications Group, Inc. ("SanTel") as set forth in SanTel's correspondence to you dated August 17, 2006.

**Repair Assertions:**

1. *BellSouth is charging \$80 for determining that a customer trouble is on SanTel's side of the NID when in actuality the trouble is on BellSouth's side. This forces San Tel to have BellSouth reverse or credit charges.*

**BellSouth Response:**

BellSouth denies that it has inappropriately charged SanTel. Specifically, BellSouth's investigation of SanTel's repair issues identified by SanTel as "Sample 1", "Sample 2" and "Sample 3" indicates that BellSouth responded to SanTel's trouble reports in a consistent and non-discriminatory manner, and properly billed SanTel in accordance with SanTel's Resale Agreement. As explained in detail in Attachment 1 to this response, in each instance described in SanTel's "Sample 1" examples, SanTel either: (i) failed to close out a reported trouble (which results in a dispatch of a BellSouth technician); or (ii) requested a dispatch. In all such cases, a BellSouth technician was dispatched and SanTel was appropriately billed for such dispatch in accordance with the applicable provisions of the Resale Agreement. As for SanTel's "Sample 2" examples, in

most instances BellSouth did not bill SanTel for responding to the trouble reports (see Attachment 2 to this Response). Where SanTel was billed, once again such charges were billed in accordance with the parties' Resale Agreement. The same is true for SanTel's "Sample 3" examples (see Attachment 3 to this Response).

In sum, BellSouth's investigation indicates that BellSouth responded to all such trouble reports in the same manner that BellSouth responds to similar trouble reports submitted by other CLECs and by BellSouth's retail customers. Further, where appropriate, BellSouth billed SanTel in accordance with the parties' Resale Agreement for dispatching a technician in response to such trouble reports. The relevant portions of the parties' Resale Agreement are attached to this response as Attachment 4. Also included as part of Attachment 4 are the relevant portions of BellSouth's Operational Understanding document. The parties' Resale Agreement incorporates by reference BellSouth's Operational Understanding document (see Resale Agreement, Attachment 2, Section 2.5.1).

2. *San Tel has been unable to get BellSouth to change its repair contact phone number in BellSouth's repair database.*

**BellSouth Response:**

BellSouth has updated the contact number for SanTel to 877-751-3811. If there are future problems of this nature, SanTel should contact BellSouth's Electronic Communications Support Desk at 888-462-8030.

3. *San Tel believes that BellSouth's service technicians are too concerned with meeting repair quotas. As a result, to meet the quotas, technicians are "driving-by" repair jobs and closing out work tickets by attributing the problem to San Tel's (customer) side of the NID.*

**BellSouth Response**

BellSouth denies SanTel's unsupported allegation that BellSouth is "driving by" repair jobs, and closing out tickets by attributing the problem to SanTel. Simply because a trouble is not found on the initial dispatch does not mean that a BellSouth technician did not work on the line in question. Indeed, two out of the three trouble reports provided by SanTel as part of "Sample 3" are typical examples of situations that may require more than one dispatch on a line.

**Billing Assertions:**

4. *Approximately eight to ten percent of SanTel's monthly bill is in error. Error results from wrong services being provisioned, continued billing of disconnects, and unauthorized repair charges.*

**BellSouth Response:**

The examples provided by SanTel do not support the allegation that SanTel is experiencing a large number of billing errors due to the wrong services being provisioned, continued billing of disconnects, and unauthorized repair charges. Specifically, the billing adjustment samples provided by SanTel contained no adjustment requests for "continued billing of disconnects." As for the three entries identified as "Repair Charge Not Authorized," BellSouth's investigation indicates that one disputed repair charge (dispute id no. 336299) was credited to SanTel and the other two (dispute id nos. 339799 and 343066) were denied by BellSouth in accordance with the parties' Resale Agreement. (See Attachment 4; specifically, the billing dispute provisions of Attachment 3 to the Resale Agreement).

Moreover, BellSouth's analysis of the billing adjustments examples provided by SanTel for "Billing Disputes" indicates that the majority of these billing adjustments involved instances where special credits are mandated for services such as Lifeline, Link America, Toll Blocking Deposit Waiver, Call Restriction, and for the special application of mechanized charges for a non-mechanized Local Service Request. In accordance with BellSouth's Billing Dispute Process, where appropriate, SanTel has been provided a full credit for such adjustments in accordance with the parties' Resale Agreement.

Finally, it should be noted that the billing issues identified were not service impacting. Thus, BellSouth denies any allegation that the wrong services were provisioned.

5. *BellSouth is charging the full connection fee for Linkup services. The Linkup program provides eligible customers with a credit for connection services.*

**BellSouth Response:**

Based on BellSouth's investigation, in all instances where SanTel has properly advised BellSouth that Linkup credits have not been properly applied, BellSouth has taken immediate action to provide SanTel with the appropriate credits.

**Provisioning Assertions:**

6. *San Tel is forced to manual ordering for new BellSouth package plans that are similar to older plans that were electronically ordered. The manual ordering has caused numerous mistakes and are of greater expense to San Tel.*

**BellSouth Response:**

No CLEC (including San Tel) has requested BellSouth to consider mechanizing the service offering known as the Preferred PackPlan a/k/a PAMA5. The Preferred

PackPlan is described in Section A3.4.6 of BellSouth's General Subscriber Service Tariff for Florida (copy enclosed). The decision to initially mechanize a service offering is tied to anticipated CLEC demand volume. A large demand would support a decision to initially mechanize a service offering, while a small demand would not support a decision to mechanize a service offering. BellSouth's initial assessment of the projected PAMA5 volumes did not justify the mechanization of this service request. That said, based on SanTel's concern, BellSouth is reviewing current projected volumes to determine the feasibility of mechanization for the PAMA5 Package.

As information, the BellSouth 2 PackPlan a/k/a PAMA6, is scheduled to be mechanized for local ordering in March 2007. This mechanization request for the BellSouth 2 Pack Plan was initiated by a CLEC (Global Connection) through the Change Control Process.

Further, BellSouth denies SanTel's characterization of BellSouth's success rate in processing manual orders. BellSouth has not identified any systemic issues in processing PAMA5 orders. Moreover, BellSouth is unable to determine the basis (if any) for SanTel's claim that BellSouth's success rate on manual orders is 40%. BellSouth stands ready and willing to investigate any specific examples that SanTel may provide related to errors in processing such manual orders.

7. *San Tel's line loss notification report is not accurate.*

**BellSouth's Response:**

SanTel has provided no specifics to support its allegation regarding the accuracy of its line loss notification report. As such, BellSouth is not able to respond this unsubstantiated allegation. If SanTel believes that there are inaccuracies with its Line Loss Report SanTel should contact the Electronic Communications Support Desk at 888-462-8030. This contact information for operational report issues is on the PMAP "Contact Us" web page at: <http://pmap.bellsouth.com/content/feedback.aspx>

8. *San Tel has new conversions that are disconnected by BellSouth in error.*

**BellSouth Response:**

SanTel has failed to provide any specifics to support this allegation. As such, BellSouth cannot meaningfully respond to SanTel's claim. That said, BellSouth will immediately investigate any specific examples that SanTel may provide.

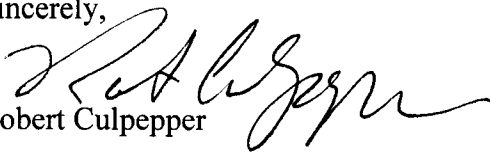
9. *BellSouth's new service dates in LENS are inaccurate*

**BellSouth Response:**

SanTel has failed to provide any specifics to support this allegation. As such, BellSouth cannot meaningfully respond to SanTel's claim. That said, BellSouth will immediately investigate any specific examples that SanTel may provide. As information, BellSouth is unaware of any LENS due date problems, nor has BellSouth received similar complaints from any other CLECs.

In closing, I trust that the enclosed information adequately addresses the concerns raised by SanTel. If not, then BellSouth respectfully requests for SanTel to provide the specific information necessary to investigate and respond to SanTel's issues. BellSouth remains committed to providing excellent service to all CLECs, including SanTel, and to provide such service in a non-discriminatory manner. Further, BellSouth remains committed to meeting its obligations as set forth in its Resale Agreement with SanTel.

Sincerely,

  
Robert Culpepper

Enclosures

cc: Michael C. Yovanich (w/enclosures)

**BellSouth Response to SanTel's Sample 1.**

**SanTel's Comment, 904-765-8325**, Line tested open out no test NID, no dial tone at the time SanTel called in for repair. Line had come back on before BellSouth tech arrived.

**BellSouth response**

In this case, SanTel reported no service or dial tone. When BellSouth tested the line, the circuit was found to be properly balanced electrically, however the test was indicative of an open circuit. This condition is usually a customer premise problem rather than a network issue; it is called "open out, balanced pair". Nevertheless when BellSouth advised SanTel of this indication, SanTel did not close out the trouble ticket. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise.

When the technician attempted to isolate the trouble source he observed that the trouble had cleared prior to his arrival. Therefore, the onsite service call was billed to SanTel according to the terms of "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D " .

**SanTel's Comment 904-826-1428**, Line tested SLC system failure, no dial tone at the time SanTel called in for repair. BellSouth dispatched on their own without SanTel Authorization.

**BellSouth's Response**

This out of service condition was on a BellSouth line equipped with Subscriber Line Carrier (SLC) equipment. When tested, the line test response indicated a "SLC System failure". While this message usually indicates inoperative SLC equipment, it may also indicate the temporary failure of a SLC test controller to respond to a command to test the line in a timely manner.

After BellSouth discussed the line test results with SanTel, SanTel did not close the trouble ticket. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise.

A BellSouth technician was dispatched but found no trouble with BellSouth's line or network equipment. Therefore, the trouble determination charge is appropriate per the, "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc

Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D " .

**SanTel's Comment 321-254-4221**, SanTel called in for a line test. Line tested inside trouble (CPE). We did not authorize dispatch. We were repairing this line when BellSouth arrived. We told him no authorization from SanTel to dispatch.

### **BellSouth's Response**

BellSouth performed a line test of SanTel's circuit, the pair tested open but was electrically balanced; again called, "open out, balanced pair". This test result usually indicates a trouble at the customer premises rather than a BellSouth network issue. As previously stated in other responses, when BellSouth advised SanTel of this situation, they did not close out the trouble ticket. Failure of a customer to close out a trouble ticket results in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise. Once again, when the BellSouth technician was dispatched, no trouble was found.

Under these circumstances, the trouble determination charge is appropriate, per "The Resale Agreement between BellSouth and SanTel, Attachment 2 paragraphs 2.5.1 and 2.5.2" and "The "Operational Understanding Table D " .

**SanTel's Comment, 321-676-4586**, Line tested hard ground no authorization from SanTel to dispatch.

### **BellSouth's Response**

Two separate trouble reports were received for this line on 5/15/06 and 5/17/06.

The first report test indicated that one side of the circuit pair was fully grounded. SanTel was advised of the test results but SanTel chose not to close out the trouble ticket. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise.

Upon arrival at the customer site the BellSouth technician was able to determine that the source of the reported trouble was inside the customer premises. The SanTel premise was closed therefore; the BellSouth technician did not have access. The technician did however leave a message on the door indicating what sort of trouble was found. SanTel was appropriately billed a BellSouth trouble determination charge.

Two days later on 5/17/06, SanTel opened a second trouble ticket on the same customer line. Once again, the line test indicated that the trouble was that one



side of the circuit pair was grounded. In this case, however, SanTel did cancel the related trouble ticket and BellSouth did not dispatch a technician. BellSouth did not bill for trouble determination on this ticket since no technician was dispatched.

**SanTel's Comment 904-766-5775**, Line tested open out, no dial tone at the time SanTel called in for repair. Line came back on before BellSouth tech arrived.

### **BellSouth's Response**

BellSouth performed a line test of this customer's circuit, the pair tested open but electrically balanced. This "open out, balanced pair" test result usually indicates a problem inside the customer premises. SanTel demanded a dispatch out to the customer's premises.

When the technician attempted to isolate the trouble source he observed that the trouble had cleared prior to his arrival. Therefore, the onsite service call was billed to SanTel according to the terms of "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D".

**SanTel's Comment 321-757-8131**, line tested open out. This location has no test NID.

### **BellSouth's Response**

This situation is similar to the one described above regarding **904-765-8325**. As previously stated with that reported trouble, the line test in this case also indicated an open but electrically balanced circuit pair. This "open out, balanced pair" test result usually indicates a customer premise problem and not a network issue.

As stated earlier, when BellSouth advised SanTel of this result, SanTel did not close out the trouble ticket. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise. Upon arrival at the customer site, the BellSouth technician found no evident trouble conditions in the BellSouth network.

This ticket was closed as a trouble seen inside the building and the trouble determination charge was assessed per the, "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group,

Inc Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D " .

**SanTel's Comment 386-274-5615**, Line tested hard ground. There is no test NID at this location. Our end user cannot open the terminal box to their wires. When this apartment complex was built the main set of wires were shorted (blue/blue white). We switched to the (orange/orange white) pair. When we went back out to check after BellSouth checked, the blue/blue white wires were hooked backup.

### **BellSouth's Response**

The original line test indicated that one conductor of the circuit pair was grounded. SanTel was advised of this and they authorized that a BellSouth technician be dispatched. Upon arrival, the BellSouth technician found that the reported trouble was on the customer side of the service entry point. No BellSouth network issues were found nor were any further corrective actions taken by BellSouth to restore the service.

The trouble determination charge is therefore appropriate, per the, "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc Attachment 2 paragraphs 2.5.1 and 2.5.2. , and "The "Operational Understanding Table D " .

### **Summary**

The seven cases above all follow a similar pattern. Specifically, after the initial line tests were completed by BellSouth and reported to SanTel, they either continued with their request for a dispatch or did nothing regarding their reported troubles. BellSouth advised SanTel when most of of these issues appeared to be possible customer premises problems, however; SanTel chose not to close out the trouble tickets. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise. Consequently, since a BellSouth technician was actually dispatched in each case under these conditions, the trouble determination charges were appropriately billed.

## **BellSouth's Response to SanTel's Sample 2**

### **BellSouth findings 321-956-1914**

On 8/7/06, a trouble report was received on the customer's line. The line was tested and the results indicated a high resistance open, this is an indication that the problem was likely located at the customer premises. After being advised of this result, SanTel informed BellSouth that they wished to check the customer premises for problems and the trouble ticket was subsequently closed. No billing was initiated by BellSouth to SanTel in connection with this trouble report.

On 8/8/06 BellSouth received a second trouble report on the same Customer line. The line test again indicated the same potential problem at the Customer site. SanTel was again advised of the test result and this time they chose not to close the trouble ticket. A BellSouth technician was subsequently dispatched and, after some onsite investigation, changed the aerial cable pair serving the customer and closed the trouble report. No further trouble reports were received and BellSouth did not initiate billing activity to SanTel for any activities associated with the second trouble report.

### **BellSouth findings 321-259-0735**

On 8/11/06 a trouble report was received for this customer and the line test indicated that, the individual circuit conductors were electrically balanced. This test result, called an "open out, balanced pair", frequently indicates problems with customer premises equipment. BellSouth informed SanTel of the test result and SanTel indicated a preference to investigate the customer premises themselves. The trouble was subsequently closed. No billing was initiated by BellSouth to SanTel in connection with this reported trouble.

.On 8/12/06 a second trouble was reported on this line. BellSouth again tested the line with the same results as the first trouble report, namely an "open out, balanced pair" result, indicating a likely problem at the customer premises. SanTel was informed of the result. SanTel requested that a BellSouth technician be dispatched to resolve the trouble. A BellSouth technician was subsequently dispatched to further investigate the trouble. After investigation, the technician changed the aerial cable serving the customer and also repaired the network terminating wire serving this Customer. Network terminating wire is wiring which serves individual apartments in an apartment building. Network terminating wire is owned by BellSouth and is considered to be part of the BellSouth network. Because the determination was made that the trouble was part of the BellSouth network, no billing was initiated by BellSouth to SanTel in connection with either of these reported trouble conditions on this line or the resulting dispatch of the BellSouth technician.

**BellSouth findings 321-459-0112**

On 7/1/06, a trouble was reported on this line and the line test indicated an "open out, balanced pair" result as described above under trouble **321-259-0735**. This test result frequently indicates a trouble condition at the customer premises. SanTel was advised of the result and chose to investigate the customer premises prior to a BellSouth dispatch. The trouble report was subsequently closed. No billing was initiated to SanTel by BellSouth in connection with this reported trouble.

On 7/11/06, a second trouble report was received on this service. This time, the line test indicated an open circuit condition existed that was most likely associated with the cable rather than the customer premises. After reviewing the test results with SanTel, a BellSouth technician was dispatched to clear the trouble. The trouble was cleared and the trouble ticket was closed. No billing was initiated to SanTel in connection with this trouble determination activity.

On 7/25/06 a third trouble report was received. The line test indicated another "open out, balanced pair" result which most likely pointed to problems with the customer premises. SanTel requested a BellSouth dispatch and BellSouth complied. The trouble report was closed when the BellSouth technician determined that the customer premise wiring was open. Since the problem found was with the customer premise, BellSouth did initiate billing to SanTel in connection with this dispatch activity in accordance with "The Resale Agreement Between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D "

**BellSouth findings 321-632-5256**

On 8/1/06, a trouble report was received for this customer and the line test indicated that the handset at the customer premise was most likely "off hook", or not properly placed in the receiving cradle. SanTel was advised of this result and chose to investigate the customer premise problem without requiring the dispatch of a BellSouth technician. The trouble report was subsequently closed. SanTel was not billed for any activity associated with this trouble report.

On 8/3/06 a second trouble report was received for this customer. The line test for this trouble report indicated that the conductors in the customer's line were shorted together, causing a loss of service. SanTel was advised of this result and a BellSouth technician was subsequently dispatched in order to investigate and close the trouble. The technician cleared the trouble by replacing the aerial drop and trimming back tree branches that were rubbing against it. The trouble

report was closed and SanTel was not billed for any activity associated with this trouble report.

### **Summary**

A review of these four trouble reports from SanTel's Sample 2 indicates that BellSouth consistently operated in full, non-discriminatory, accord with the requirements of "The Resale Agreement between BellSouth Telecommunications, Inc. and Sandhills Telecommunications Group, Inc Attachment 2 paragraphs 2.5.1 and 2.5.2., and "The "Operational Understanding Table D". BellSouth's obligations are met by providing the same level of testing and following the same processes for SanTel that BellSouth follows for all other CLEC customers as well as retail customers.

## BellSouth Response to SanTel's Sample 3

**BellSouth findings 321-636-7615**

On 7/19/06, the BellSouth line test for this customer indicated an open but properly balanced circuit pair. Normally this condition indicates a problem at the customer site. Nevertheless when BellSouth advised SanTel of this "open out, balanced pair" situation, SanTel did not close out the trouble ticket. Failure of a customer to close out a trouble ticket will result in the dispatch of a BellSouth technician, unless the customer specifically requests otherwise. A BellSouth technician was subsequently dispatched to the customer's network interface and reported that the wiring appeared to be open on the customer side of the interface. A trouble determination bill was therefore rendered to SanTel for this dispatch.

On 7/21/06 a second trouble report was received for this customer and the line test again showed an expected problem at the customer site. BellSouth advised SanTel of the expected customer problem. SanTel requested a dispatch to the customer's premises to resolve the trouble. BellSouth dispatched a technician who changed the aerial cable pair serving the customer. It is likely that this action was taken by the technician in the unlikely event that the open test result was an intermittent condition that existed in the cable and not at the customer premises. However, no detailed findings were captured on the closed trouble ticket to indicate exactly why the cable pair was changed. No trouble determination charge was rendered for this second repair visit.

As a gesture of good faith and since there is a possibility that the actual customer trouble was a network problem and not one at the customer premises, BellSouth will issue a credit for the trouble determination charge resulting from the first technician dispatch on 7/19/06.

**BellSouth findings 321-726-8126**

On 8/8/06, the line test for this reported trouble indicated that one conductor of the customer's circuit pair was grounded. Frequently this test result indicates a network issue. After the initial line test SanTel reported that the customer was not at home and requested that the dispatch to the customer's premises be rescheduled, to determine if the cause might be inside the customer's premises. Therefore, on 8/11/06 a BellSouth technician was dispatched to the customer site. While at the site, the BellSouth technician determined that the BellSouth network connection was, in fact, good to the customer Network Interface Device ("NID") and that the trouble was likely inside the customer premises. A trouble determination bill was rendered for this BellSouth dispatch

Following the visit of the first BellSouth technician, however, a subsequent trouble report on 8/11/06 indicated that the customer trouble still existed. This

was confirmed by a line test indicating the same result as the original test conducted with the first trouble report. A second BellSouth technician was dispatched and, after further investigation, the technician discovered and repaired a loose connection inside a cross box connecting the BellSouth network cable to wiring at the customer premises. The connection was such that applying a test device to the connection might actually close it sufficiently to indicate no problem. No trouble determination bill was rendered for this second repair visit and furthermore, since the problem was ultimately determined to be a network problem, BellSouth will also credit the trouble determination charge that was billed to SanTel following the first repair visit.

### **BellSouth findings 321-773-3107**

On 7/25/06 the line test on this customer trouble report indicated that one conductor of the customer's cable pair was grounded. Since this test result frequently indicates a network problem, a BellSouth technician was dispatched. The problem was traced to the network cable pair and the customer was transferred to another available pair by the BellSouth technician. No bill was rendered to SanTel for this repair visit.

However, on 7/26/06 a second report was received from this same customer. The line test of the second report indicated that one side of the new cable pair was actually open. A second BellSouth technician was dispatched to correct the problem. After investigation, the second technician discovered that one side of the new cable pair was actually wired incorrectly at a junction point. When this was corrected, service was restored. No bill was rendered for this second repair visit.

### **Summary**

BellSouth's analysis of the SanTel's Sample 3 trouble tickets revealed that the trouble reports were handled properly by BellSouth and the end user's service was restored. BellSouth is consistently going above and beyond the call of duty to meet its non-discriminatory obligations. These obligations are met, by providing the same level of testing and following the same processes for SanTel that BellSouth follows for all other CLEC customers and retail customers.

# **BELLSOUTH® / CLEC Agreement**

**Customer Name: Sandhills Telecommunications Group, Inc.**

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**Resale Agreement**

**Between**

**BellSouth Telecommunications, Inc.**

**And**

**Sandhills Telecommunications Group, Inc.**

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**Attachment 2**

**Pre-Ordering, Ordering, Provisioning,  
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## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

- 1.1 BellSouth shall provide to SanTel nondiscriminatory access to its OSS and the necessary information contained therein in order that SanTel can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide SanTel with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of SanTel and other CLECs in the aggregate.

### **2. Access to Operations Support Systems**

- 2.1 BellSouth shall provide to SanTel nondiscriminatory access to its OSS and the necessary information contained therein in order that SanTel can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of SanTel to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for SanTel's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site.
- 2.1.1 SanTel agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site.
- 2.2 Pre-Ordering
- 2.2.1 BellSouth will provide electronic access to its OSS and the information contained therein in order that SanTel can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

- 2.2.2 BellSouth shall provide to SanTel electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 9. If electronic access is not available, BellSouth shall provide to SanTel such information within twenty-four (24) hours. SanTel shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. SanTel shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, SanTel shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. SanTel shall provide to BellSouth such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.
- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. SanTel will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit SanTel's access to customer record information. If BellSouth has reason to believe, through its audit or by any other means, that SanTel is accessing customer record information without having obtained the proper customer authorization, BellSouth upon reasonable notice to SanTel may take corrective action, including but not limited to suspending or terminating SanTel's access to BellSouth's pre-ordering and ordering OSS, and the provisioning of pending and existing services.
- 2.3 Ordering
- 2.3.1 BellSouth will make available to SanTel electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.
- 2.3.2 SanTel shall place orders for services by submitting a LSR to BellSouth. BellSouth shall bill SanTel an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill SanTel a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.

- 2.3.2.1 SanTel may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, SanTel may submit a list of such customers if SanTel provides a separate PON for each location on the list. BellSouth will bill an electronic or manual service order charge for each location.
- 2.3.2.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.2.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.3.2.4 BellSouth shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. SanTel shall provide to BellSouth a FOC within twenty-four (24) hours of the receipt from BellSouth of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. SanTel shall provide to BellSouth an LSR clarification within twenty-four (24) hours of the receipt from BellSouth of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.
- 2.4 Provisioning
- 2.4.1 BellSouth shall provision services during its regular working hours. To the extent SanTel requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of SanTel, BellSouth will not assess SanTel additional charges beyond the rates and charges specified in this Agreement.
- 2.4.2 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SanTel (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill SanTel for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.4.3 Cancellation Charges. If SanTel cancels an LSR for resold services subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the



Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site. In addition, BellSouth reserves the right to assess cancellation charges if SanTel fails to respond within nine (9) business days to a Missed Appointment order notification.

2.5 Maintenance and Repair

2.5.1 BellSouth will make available to SanTel electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and SanTel agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

2.5.2 If SanTel reports a trouble and no trouble is found in BellSouth's network, BellSouth will charge SanTel a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.5.3 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SanTel (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill SanTel for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.6 Billing. BellSouth will provide SanTel nondiscriminatory access to billing information as specified in Attachment 7.

2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to SanTel at BellSouth's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in Exhibit D of Attachment 1.

**3. Miscellaneous**

3.1 Pending Orders. To the extent that SanTel submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to SanTel for clarification. SanTel shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If SanTel does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and SanTel shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. SanTel will be the single point of contact with BellSouth for ordering activity for resold services used by SanTel to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customer. SanTel and BellSouth shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any resold service being used by SanTel to provide service to that customer and may reuse such facilities to enable such other carrier to provide service to the customer. BellSouth will notify SanTel that such a request has been processed but will not be required to notify SanTel in advance of such processing.

3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 Use of Facilities. When a customer of SanTel elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to SanTel by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from a customer or from a CLEC. BellSouth will notify SanTel that such a request has been processed after the disconnect order has been completed.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. BellSouth will close trouble tickets after making a reasonable effort to contact

SanTel for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact SanTel to request additional information or to request authorization for additional work deemed necessary by BellSouth.

3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.4.1 When SanTel's customer, served by resale, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to SanTel, which has the billing relationship with that customer, and SanTel may pass such charge to the customer.

## **Attachment 3**

### **Billing**

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## BILLING

### 1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to SanTel under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
  - 1.1.1 For any service(s) BellSouth receives from SanTel, SanTel shall bill BellSouth in CBOS format.
  - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
  - 1.1.3 BellSouth will render bills each month on established bill days for each of SanTel's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
  - 1.1.4 BellSouth will bill SanTel in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
    - 1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill SanTel, and SanTel will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
  - 1.1.5 BellSouth will not perform billing and collection services for SanTel as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, SanTel will provide the appropriate BellSouth LCM responsible for new CLEC activation, the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the

Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, SanTel may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from SanTel.

- 1.2.1 Company Identifiers. If SanTel needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when SanTel has already been conducting business utilizing those Company Identifiers, SanTel shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of SanTel's customer records and any other changes to BellSouth systems or SanTel records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of SanTel to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual SanTel entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to SanTel will not include those taxes or fees from which SanTel is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and SanTel shall pay all applicable taxes and fees. In the event that SanTel believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to SanTel its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from SanTel and at SanTel's sole expense, pursue such refund claim on behalf of SanTel, provided that SanTel promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to SanTel. SanTel shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by SanTel to its customers.
- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, SanTel shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding SanTel's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding SanTel's credit and financial condition, BellSouth

reserves the right to require SanTel to provide BellSouth with a suitable form of security deposit for SanTel's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or SanTel's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in SanTel's "accounts receivables and proceeds".

- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by SanTel. Any such security deposit shall in no way release SanTel from its obligation to make complete and timely payments of its bill(s). If BellSouth requires SanTel to provide a security deposit, SanTel shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to SanTel via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if SanTel has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either SanTel or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, SanTel and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event SanTel fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to SanTel may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to SanTel's final bill for its account(s).
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by SanTel as security under this Agreement, SanTel shall renew such letter of credit or provide BellSouth with evidence that SanTel has obtained a suitable replacement for the letter of credit. If SanTel fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for SanTel accounts(s). If SanTel provides a security deposit or additional security deposit in the form of a surety bond as required herein, SanTel shall renew the surety bond or provide BellSouth with evidence that SanTel has obtained a suitable replacement for the



surety bond at least seven (7) days prior to the cancellation date of the surety bond. If SanTel fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for SanTel's account(s). If the credit rating of any bonding company that has provided SanTel with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to SanTel that SanTel must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If SanTel fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for SanTel's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by SanTel as security hereunder if SanTel defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of SanTel. SanTel shall pay invoices by utilizing wire transfer services or automatic clearing house services. SanTel shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between SanTel and SanTel's customer.
- 1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to SanTel's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late

payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, SanTel may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.

- 1.5 Discontinuing Service to SanTel. The procedures for discontinuing service to SanTel are as follows:
  - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
    - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
    - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's customers.
    - 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
  - 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by SanTel of the rules and regulations of BellSouth's tariffs.
  - 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to SanTel that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within fifteen (15) days following such notice for CRIS billed services; and (2) within seven (7) days following such notice for security deposit requests.
    - 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS billed services, and all other amounts that become past due for such services before

Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS billed services.

- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to SanTel if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) SanTel has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) BellSouth has sent the subject bill(s) to SanTel within seven (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
    - i. in paper or CDROM form via the United States Postal Service (USPS),  
or
    - ii. in magnetic tape form via overnight delivery, or
    - iii. via electronic transmission; or
  - (2) BellSouth has sent the subject bill(s) to SanTel, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.
- 1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.
- 1.5.4.3 SanTel is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after SanTel's services have been Discontinued, SanTel pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of BellSouth's GSST, then BellSouth will reestablish service for SanTel.
- 1.5.5 Termination. If within seven (7) days after SanTel's service has been Discontinued and SanTel has failed to pay all past due charges as described above, then SanTel's service will be Terminated.

**2. Billing Disputes**

- 2.1 SanTel shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if SanTel is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by SanTel by such sixtieth (60<sup>th</sup>) day, SanTel must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by SanTel and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by SanTel for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of SanTel, any credits and interest due to SanTel as a result thereof shall be applied to SanTel's account by BellSouth upon resolution of the billing dispute.

# Operational Understanding

**PRIVATE/PROPRIETARY/SECURE**

Contains Private And/Or Proprietary Information.  
May Not Be Used Or Disclosed Outside The BellSouth  
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## Purpose

### Purpose

The purpose of this Operational Understanding (OU) is to establish a foundation for a working relationship between the CLEC MAINTENANCE SERVICE CENTERS and BST in support of Local Services. This document seeks to establish the roles and responsibilities for each work center, define the operational requirements needed to perform the assigned responsibilities, and to ensure and facilitate a mutual understanding for the interactive support of Local Services during its implementation and production phases.

The intent of this document is to concentrate only on those roles and responsibilities that cause each work center to interact with the other. This Operational Understanding will define interface tasks and the guidelines to complete those tasks. In addition, it will define what information will be delivered to which organization, when it will be delivered, and how it will be delivered. To that end, it will:

1. Provide a high-level maintenance center description of BellSouth provided Local Service for CLEC Business and Residential End Users located in the BellSouth service area.
2. Describe the responsibilities of the CWINS and the CLEC MAINTENANCE SERVICE CENTER associated with the items to be addressed by the Operational Understanding.
3. Explain the CLEC MAINTENANCE SERVICE CENTERS contact to the end user for maintenance status of CLEC Local Service

### Version Information

Updated Document Owner information

**Table A Revision History**

Chapter	Action Request #	Date/Issue	Description	Requested By / Made By / Posted By
Title Page	N / A	May 22, 2006 / 6	Changed owner from Ray Ware to Steve Vanderburg	Steve Vanderburg / Michael Cockrum / M. Laney
All	N/A	April 3, 2006 / 5b_corrected	Removed Corrective Action Chapter.	Dolly Roland / Mike Harfield / Mike Harfield
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- continued -

**Table A Revision History (continued)**

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All	N / A	April 11, 2005 / 5a	Changed Owner, Added 5th Column to Revision History table, and added Corrective Action / Feedback chapter.	Ray Ware / Lynn Thomason / Lynn Thomason
Table F	15077	January 19, 2005 / 5	Included HDSL 2w/4w in the DS1 maintenance target interval	-----
Appendix D	N/A	October 18, 2004 / 4d	Revisions made to Appendix D, CLEC & NMC. Removed reference to FCC.	-----
Appendix D	N/A	September 21, 2004 / 4c	Revisions made to Appendix D, CLEC & NMC.	-----
All	N/A	September 13, 2004 / 4b	Update documentation from OP review and general clarification.	-----
All	N/A	September 7, 2004 / 4a	General updates	-----
All	N/A	July 19, 2004 / 4	General updates	-----
All	N/A	April 24, 2003 / 3	Update owner name and added clarification for disaster recovery	-----
All	N/A	July 28, 2001 / 2	Update for center reorganization, name change and general updates. Patsy Smith	-----
All	N/A	March 1, 2000 / 1	Operational Understanding Base Doc	-----

## 1. General

### 1.1 General

This document provides an Operational Understanding (OU) between BellSouth and the CLEC for the maintenance of CLEC Local Services (Resale and UNE) provided pursuant to the CLEC/BellSouth Interconnection Agreement (I.A.).

The CLEC desires to avail itself of the facilities and services of BellSouth Telecommunications (BST) for the time, in the manner, and as set forth in this Operational Understanding, subject to the rates, charges and provisions of the CLEC/BellSouth Interconnection Agreement. Any conflict between the Operational Understanding and the Interconnection Agreement shall be resolved in favor of the Interconnection Agreement.

## 5. Maintenance Of Local Service Responsibilities and Procedures

### 5.1 Maintenance Of Local Service Responsibilities and Procedures

This section provides a description of the maintenance responsibilities of BST and the CLEC MAINTENANCE SERVICE CENTER for residential and business Local Service for end users located in BST serving areas.

The CWINS will provide CLEC certain telephone services pursuant to the Interconnection Agreement; the services and facilities will be at least equal in quality to that provided by BST to itself and its end users.

#### BELLSOUTH

1. Receive End User trouble reports from CLEC and coordinates internal organizations to resolve troubles and restore local service
2. Ensure all work to restore End User service is completed in accordance with the Interconnection Agreement and Telecommunications Industry standards.
3. Inform CLEC upon service restoral or when repair work is completed with the appropriate trouble closure information and test results, if requested and applicable. BST will provide status, upon request, by CLEC. The status request from CLEC will reflect expired maintenance commitments.  
BellSouth will advise CLEC of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by CLEC to any BellSouth maintenance bureau. BellSouth Network Management Center will provide Network Management Surveillance per the Appendix D of this OU.
4. This section includes scheduled and non-scheduled maintenance.

BellSouth shall provide the CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Unbundled Network Elements and Combinations provided to CLEC under the Interconnection Agreement that it currently provides for the maintenance of its own network. The CLEC will provide a single point of contact for scheduled maintenance contact/notification by BellSouth.

For services provided through resale, BellSouth agrees to provide CLEC with scheduled maintenance coordination for residence and small business special services. Non-designed services will not be coordinated. Cable throws for Non-Designed circuits will be performed with test sets designed to prevent the End Users from being interrupted during the activity. BellSouth shall monitor individual cut-over work to insure that the service is not in use prior to a service cut.

#### A. Scheduled –

A1. Company Initiated Activity is considered as scheduled work. Designed Special Services Company Initiated Activity (CIA) activity will be coordinated by the BellSouth CIA Centers. CIA activity consists of cable throws, carrier/ multiplexer rearrangements, and carrier/ multiplexer replacements. The interface for CIA activity is between the BellSouth CIA Centers and the responsible CLEC center. A CLEC must provide a Single Point of Contact for CIA notification. The BellSouth CIA Centers will handle CLECs in the same method as BellSouth End Users when CIA rearrangements are involved.

Non-Designed services are processed as described in the preceding Resale paragraph.

A2. BellSouth Central Office Conversions are coordinated through Network Project teams. The CLEC notifications are provided via the Customer Communications Process (CCP). The CCP Manager enters data into Internet or mail/faxes the notification directly to the CLEC address provided by the BellSouth Account team if required by the contract. Central Office conversions shall be publicized through the media (Internet) and will occur during non-peak hours.

The Internet address for CLEC notification is:  
<http://www.interconnection.bellsouth.com/notifications/carrier>

Roles and Responsibilities:

- BellSouth Customer Communications Process
- Determines conversion activity from Network Project teams
- Fax central office conversion notification to CLEC
- Media (Internet) notification per the Interconnection Agreement

#### CLEC MAINTENANCE SERVICE CENTER

- - Receives BellSouth central office conversion notification
- - Notifies End Users of pending conversion activity

#### **B. Non-Scheduled –**

BellSouth normally does not engage in non-scheduled maintenance activity. Non scheduled maintenance is defined as additional activity by BellSouth during a normal repair/alarm process. The nature of the maintenance activity will not allow time for a scheduled maintenance interval or End User notification. These activities would require immediate maintenance action to prevent further service degradation or imminent service interruption.

BellSouth is responsible for non-intrusive post activity testing to confirm the success of this type maintenance procedure. The non-scheduled maintenance is the same process as used for BellSouth End Users.

BellSouth has CWINS designed Maintenance Center Chronic Groups that perform designed analysis on circuits that appear to have chronic maintenance troubles. A designed circuit is reviewed by CWINS for analysis when three trouble tickets have been closed within a thirty-day period. The analysis is performed by reviewing historical trouble tickets. If the analysis indicates a chronic condition exists, a chronic maintenance report is initiated. The Chronic Group will then perform a detailed analysis of the maintenance report. The detailed analysis may involve any or all of the following:

- Request for service release times
- Circuit monitoring- utilized at the discretion of BellSouth, results are proprietary
- Circuit stress testing- utilized at the discretion of BellSouth, results are proprietary
- Joint CLEC/BST testing
- Component repair

Once the chronic condition is resolved the chronic maintenance report will be closed. If the CLEC is involved in the chronic process, notification will be provided.

When a CLEC determines that a chronic condition exists from their analysis, a chronic request may be made to the CWINS maintenance group for chronic review. The CWINS center will open a chronic maintenance report and perform the same chronic resolution procedure as described above. The CLEC should provide their chronic rationale and test results associated with the reported service at the time the chronic request is being made. The chronic process is not intended for resolving immediate trouble conditions. The chronic resolution is a process to resolve obscure or intermittent trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. All CLEC initiated chronic requests will be statused and closed with the reporting CLEC.

Chronic Groups are located in each of our operational CWINS designed Maintenance Centers. BellSouth believes the CLEC's understanding and utilization of the chronic process will be beneficial in providing improved customer service.

**CLEC MAINTENANCE SERVICE CENTERS**

1. Provide a Point of contact for CLEC End Users and reports screened Local Service troubles to BellSouth.
2. CLEC will be responsible for proper screening and trouble isolation to BST Network. (See Appendix E for proper testing process)
3. Serve as primary end user interface during repair process.
4. Monitors status of trouble reports. Coordinates with BellSouth to perform any necessary test and restore functions.
5. Works cooperatively with BellSouth to restore End User service as soon as possible.
6. Provides a Single Point of Contact for BellSouth to schedule releases of local service if required in the IA between the parties.
7. Provides a Single Point of Contact for the Network Management Center if required in the IA between the parties.
8. Provides contact receipt for BellSouth repair technician calls approving CLEC end user request for additional billable work activity.
9. Provide a CLEC contact/reach number on all maintenance reports, which is available seven days per week, 24 hours per day.
10. Utilizes CHRONIC reporting process for identified designed CHRONIC maintenance conditions and assist in resolution.

**Table D Maintenance Procedures for UNE and Resale Services**

COMPANY	TASK DESCRIPTION
<u>CLEC</u>	Receive inquiries or trouble reports from CLEC End Users

- continued -

**Table D Maintenance Procedures for UNE and Resale Services (continued)**

COMPANY	TASK DESCRIPTION
<u>CLEC</u>	Make inquiry to End User to obtain answers to Pre-Screening questions: Telephone Number Being Reported End User Name: Company: Address: City & State Trouble Reported By (End User): Trouble Report Received By ( <u>CLEC</u> Agent): <u>CLEC</u> Reach Telephone Number: Premises Access Information: Is End User Out-of-Service? Yes/No Does Problem Occur When End User is: a. Called by Someone Else Yes/No b. Calling a Telephone Number Yes/No If a, (Called), Provide the Calling Telephone Number If b, (Calling), Provide the Called Telephone Number Is the Trouble on All of the End User Telephones? Yes/No If No, Which Telephone Has Trouble? Trouble Description: Date/Time Report is Received: __/__/__ - __: __ a.m./p.m. Remarks:
<u>CLEC</u>	Coincident with the initial trouble report, when Special Services non-intrusive testing is requested by the CLEC end user, the CLEC must provide the release time for all testing to begin. Initial trouble reports, on an End User's Non-Design (telephone number format) service, must be referred by the CLEC only when the end user is ready for all types of testing to begin.
<u>CLEC</u>	For electronically submitted trouble reports, the <u>CLEC</u> will populate the <u>CLEC</u> work order with the information gathered in the Pre-Screening process and refer the trouble to BellSouth using the Electronic Interface. If testing is not included in this interface the CLEC will include their isolation test results.
<u>CLEC</u>	For the manual process, if or when Electronic Interface is not available, the <u>CLEC</u> will contact the appropriate BellSouth Maintenance Center by telephone or using other mutually agreed to processes to refer the trouble.
<u>CLEC</u>	On misdirected calls <u>CLEC</u> shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Service Provider contact number.

- continued -

**Table D Maintenance Procedures for UNE and Resale Services (continued)**

COMPANY	TASK DESCRIPTION
<u>CLEC</u>	<u>CLEC</u> will prescreen trouble prior to referral to BellSouth, this includes trouble analysis (CPE, etc.), maintenance testing, etc. The <u>CLEC</u> will resolve non-BST troubles without BST assistance. The <u>CLEC</u> will provide isolation test results at trouble receipt. (See Appendix E)
<u>CLEC</u>	The <u>CLECM</u> MAINTENANCE SERVICE CENTER and BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
<u>CLEC</u>	The <u>CLEC</u> MAINTENANCE SERVICE CENTER and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.
<u>CLEC</u>	Ensure <u>CLEC</u> personnel follow appropriate maintenance escalation procedures.
COMPANY	TASK DESCRIPTION
BST	BellSouth will receive trouble report and initiate a circuit or feature test. The BellSouth repair attendant/s will be the contact for <u>CLEC</u> referred trouble report. On the initial call, BellSouth will provide <u>CLEC</u> with the following information: Circuit ID formatted services, BellSouth will provide a trouble ticket number Telephone number formatted services, the telephone number will be the <u>CLEC</u> trouble reference. Test Results (if available) Estimated Time to Repair/Maintenance Target
BST	BellSouth provides an Estimated Time To Repair (ETTR) in Appendix B. If any ETTR target differs due to the appointment control process then the new target will be provided, or will be provided at the <u>CLEC</u> 's request.
BST	BellSouth will provide <u>CLEC</u> 's End Users' trouble report priority handling as is done with BellSouth's large business End Users' trouble reports.
BST	Upon request, BST will provide status or accept escalation per Appendix A of this O.U.
BST	BellSouth will notify the <u>CLEC</u> of trouble resolution. The reporting maintenance trouble report contact telephone number will receive notification from BellSouth repair forces.
BST	BellSouth will provide <u>CLEC</u> with notification of missed appointments within the same time frames BellSouth provides such notice to itself, its own end users, its affiliates and to any other <u>CLEC</u> .

- continued -



**Table D Maintenance Procedures for UNE and Resale Services (continued)**

COMPANY	TASK DESCRIPTION
BST	In the event a <u>CLEC</u> End User requests a dispatch through their local provider, BellSouth will initiate a dispatch upon <u>CLEC's</u> request. <u>CLEC</u> will be responsible for any applicable billing associated with the dispatch request.
BST	Maintenance charges for premises visits by BellSouth repair technicians shall be billed by <u>CLEC</u> to its End User, and not by BellSouth. Authorization for BellSouth repair dispatch to end user premise for repair resolution that results in CPE, CLEC or NTF problems will be considered an implied dispatch by receipt of a trouble report. This is consistent with current BellSouth procedures. BellSouth will also bill maintenance charges for work performed on the end users side of the NID. The BellSouth technician shall, (i) contact <u>CLEC</u> for authorization, unless authorization previously granted by <u>CLEC</u> , (ii) provide an estimate of time and materials required, (iii) quote actual time spent at the completion of the repair visit, (iv) notify <u>CLEC</u> if a subsequent visit is required.
BST	When maintenance charges are incurred during premises visits, the BellSouth repair technician shall present the End User with a form that is consistent with the General Terms and Conditions of the Interconnection Agreement detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary. If additional premises work is required that cannot be performed on that visit, BellSouth shall call <u>CLEC</u> to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that <u>CLEC</u> can schedule a new appointment with BellSouth and the Customer at the same time. The BellSouth technician will obtain the End User's signature on the proper billing form and will perform the necessary process to generate maintenance charges incurred by BellSouth to <u>CLEC</u> .
BST	On misdirected calls BellSouth shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Service Provider contact number.
BST	The <u>CLEC</u> , until electronic interface exists for maintenance purposes, may call BellSouth to verify central office features and functions. BellSouth will work with <u>CLEC</u> on the initial trouble report to isolate the cause of the trouble and where possible, resolve the feature/function-related trouble at that time. BellSouth will not be required to perform this function where the <u>CLEC</u> has access to this capability via a BellSouth-provided electronic interface, except as mutually agreed to by the parties.
BST	BellSouth will transfer call or provide the telephone number for the duty supervisor in the repair center if requested by <u>CLEC</u> , see Appendix A.

- continued -

**Table D Maintenance Procedures for UNE and Resale Services (continued)**

COMPANY	TASK DESCRIPTION
BST	BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
BST	The CLEC SERVICE CENTER/s and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.

**CLEC MAINTENANCE CENTERS HOURS OF OPERATION:**

The CLEC MAINTENANCE SERVICE CENTER will be the Point of Contact for end users in response to maintenance of service inquiries, or to report problems with their telephone services provided by BellSouth to CLEC pursuant to the individual interconnection Agreement, long distance service.

24 hours per day, 7 day per week.

**BELLSOUTH MAINTENANCE CENTERS HOURS OF OPERATION:**

BST hours of operation for maintenance referral is 24 hours per day, 7 day per week

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Third Revised Page 26.1  
Cancels Second Revised Page 26.1

ISSUED: August 19, 2005  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: September 4, 2005

**A3. BASIC LOCAL EXCHANGE SERVICE**

**A3.4 Flat Rate Service (Cont'd)**

**A3.4.5 Optional Payment Plans for Multi-Line Flat Rate Service (Obsoleted, See Section A103)**

**A3.4.6 PreferredPack Plan**

**A. Description of Service**

1. The PreferredPack plan provides the features/services specified following and a flat rate access line with Touch-Tone capability.
2. The rate specified herein entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined in A3.3.1. of this Tariff.
3. The rate specified herein also entitles a residence subscriber to unlimited use of the features/services specified following from the listed sections of this Tariff:
  - A13.9 Call Waiting Deluxe, Three-Way Calling, Call Forwarding Busy Line, Call Forwarding Don't Answer (with or without Ring Control), Star 98 Access
  - A13.19 Caller ID-Deluxe, Call Return
  - A13.47 Message Waiting Indication
  - A13.70 Privacy Director service

**B. Regulations and Limitations of Service**

1. The PreferredPack plan is only available to residence subscribers. A residence subscriber may select any suitable combination of the features/services listed in A3.4.6.A.3.
2. All rules, regulations and limitations specified in the Tariff sections listed in A3.4.6.A.3 apply to the respective features/services requested as part of this package.
3. All features/services are furnished only from central offices that have been arranged to provide these services. The features/services are provided subject to availability of facilities.
4. Service charges specified in Section A4. of this Tariff do not apply for transactions in which a subscriber only modifies an existing PreferredPack plan package by adding, deleting or changing features/services requested as part of the package.
5. Existing customers of the PreferredPack plan can not take advantage of special promotions for the PreferredPack plan or any of the features/services specified in A3.4.6.A.3 preceding unless specifically allowed by the terms of the special promotion.
6. The PreferredPack plan can be suspended as specified in A2.3.16 of this Tariff. During the period of suspension, the rate specified following applies.

**C. Rates and Charges**

1. The following monthly rates apply for the PreferredPack plan.

	<b>Suspend Rate</b>	<b>Monthly Rate</b>	<b>USOC</b>	
(a) Per plan package	<b>\$5.50</b>	<b>\$27.00</b>	<b>PAMA5</b>	(1)