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April 15, 2005

Ms. Beth Salak
Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our Access Service Tariff. Following are the affected pages:

Access Services Tariff

Section E2.3

Tenth Revised Page 10

Original Page 10.1

The purpose of this filing is to introduce a grace threshold in conjunction with the floor of switch access traffic lacking originating information. The grace threshold is introduced to grant greater flexibility to BellSouth's customers in applying this section of the tariff.

An acknowledgement, date of receipt and authority number of this filing is requested.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Marshall M. Criser III (slg)

Marshall M. Criser, III
Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

Introduction

This tariff filing introduces a grace threshold in conjunction with the “floor” of switched access traffic lacking originating information. The grace threshold is introduced to grant greater flexibility to BellSouth’s customers in applying this section of the tariff.

Description of Tariff

The provisions of this tariff allow BellSouth to charge the applicable rates for terminating SWA traffic when BellSouth receives insufficient call detail to jurisdictionalize access minutes of use. BellSouth applies the provisions of the existing tariff to those minutes exceeding the “floor”, currently at 7.00 percent (%). The new provision of the tariff introduces a grace threshold of 2.00 percent (%) in conjunction with the “floor”.

As an example, if 8% of Customer A’s traffic does not contain sufficient originating information to allow BellSouth to determine jurisdiction, BellSouth would not apply the provisions of the tariff because the minutes do not exceed the “floor” (7%) and the grace threshold (2%). In another example, 15% of another customer’s traffic (Customer B) does not contain the proper information to jurisdictionalize traffic. BellSouth would apply the provisions of the tariff to those minutes exceeding the floor or 8%.

Service Description

This new tariff language recognizes the changes in traffic patterns and seasonality of terminating switch access traffic and grants greater allowances for those fluctuations.

Cost Information

BellSouth will cover its costs in the provision of this service.

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (PIU) (Cont'd)
 - a. (Cont'd)

Where the Company receives insufficient call detail to identify the calling station to determine the jurisdiction, the Company will charge the applicable rates for terminating BellSouth SWA as set forth in this Tariff. There may be a percentage of usage where it is not possible to know, and therefore to send to BellSouth, the needed originating information. Accordingly, BellSouth will charge the terminating BellSouth SWA rate for only those minutes lacking originating information from all SWA customers, currently 7.00 percent (%) (the "floor"). A 2.00 percent (%) grace threshold will be granted in conjunction with the floor. When the percentage of the carrier's traffic without the sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus the grace threshold, or 9.00 percent (%), BellSouth will not apply the provisions of this tariff. When the percentage is greater than 9.00 percent (%), BellSouth will exercise the provisions of this tariff. For example, if 30 percent (%) of a customer's minutes sent to BellSouth do not contain sufficient originating information to allow BellSouth to determine the originating location, then BellSouth would apply the provisions of this tariff to those minutes exceeding the "floor", or 23.00 percent (%) in this example.

(C)

BellSouth may recalculate the overall SWA customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer.

In the event that BellSouth applies the intrastate terminating access rate to calls without the Calling Party Number as provided in this tariff, BellSouth's access customers will have the opportunity to request backup documentation of BellSouth's basis for such application, and further request that BellSouth change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied.

For the purpose of this tariff, where the customer is a third-party provider of CCS7 services to its customers ("Third Party Customers"), the customer will develop its projected PIU factor based upon a weighted average of the PIUs of its Third Party Customers' end-user traffic in accordance with the procedures described below. A Third Party Customer may elect to have the Company determine the weighted PIU and in so doing the CCS7 provider shall name and identify their third party customers. In the event a Third Party Customer does not provide a projected PIU or does not elect to have the Company determine the PIU, a 50 percent PIU will be utilized for that Third Party Customer until such time as the Company obtains sufficient data to develop the PIU as specified in b. following.

The IC will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the IC and/or End User computes the PIU, it will subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentage will equal 100 percent. A PIU of less than 100 percent is not allowed where the service is not available as an intrastate access service. The projected PIU may include up to two decimals.

The intrastate usage is to be developed as though every call that originates from a calling location within the same state as that in which the called station is situated is an intrastate communication and every call for which the originating location is in a state other than that where the called station is situated is an interstate communication. The manner in which the call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate communication even if the call is routed through another state.

The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 ($100 - \text{customer percentage} = \text{interstate percentage}$) as the projected interstate percentage of use.

(M)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA L.SBSA).

Material previously appearing on this page now appears on page(s) 10.1 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

ISSUED: ~~September 20, 2004~~
April 15, 2005

EFFECTIVE: ~~October 20, 2004~~
May 01, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (PIU) (Cont'd)

- b. When an IC initially orders service(s), as defined in the following, the IC will state in its order the Percent Interstate Usage (PIU) separately for each, as set forth in a. preceding. (M)
- BellSouth SWA FGA (M)
 - BellSouth SWA FGB (M)
 - BellSouth SWA FGD (M)
 - BellSouth SW 500 Service (M)
 - 700 Service (M)
 - BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (M)
 - BellSouth SWA 900 Service (M)

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E2. GENERAL REGULATIONS

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E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (PIU) (Cont'd)

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BellSouth may recalculate the overall SWA customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer.

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E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

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 - BellSouth SW 500 Service (M)
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 - BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (M)
 - BellSouth SWA 900 Service (M)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (M)

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