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**In The Matter Of The
Interconnection Agreement
Negotiations Between AT&T
And BellSouth Pursuant To
47 U.S.C.§252**

**AT&T'S DOCUMENTS
SUBMITTED UNDER THE
TELECOMMUNICATIONS
ACT OF 1996**

VOLUME XI

TABS 260-290

JULY 17, 1996

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of the)
Interconnection Agreement)
Negotiations Between AT&T)
COMMUNICATIONS OF THE)
SOUTHERN STATES, INC. and)
BELLSOUTH)
TELECOMMUNICATIONS, INC.,)
Pursuant to 47 U.S.C. Section 252)
_____)

DOCKET NO. _____

PETITION BY AT&T FOR
ARBITRATION UNDER THE
TELECOMMUNICATIONS ACT
OF 1996

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PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996***

* Documents indexed at Tabs 346 through 435 are not included herein because they have been designated by BellSouth as containing information that is proprietary and confidential to BellSouth. Documents indexed at Tabs 292 through 345 are being submitted in a separate volume because these documents contain information that is proprietary and confidential to AT&T. See AT&T's Stipulated Protective Order, filed today.

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The
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7/2



Gregory R. Follensbee
Director, Negotiations Support

July 1, 1996

Loretta Cecil
Don Ballard
Gene Coker
Jerry Watts
Core Team

Sylvia Anderson
Roger Briney
Mike Tye
Deborah Winegard
State Directors

Attached is the agreement reached between BellSouth and Intermedia. The agreement pertains to all nine states, even though Intermedia only operates in two, and has plans to operate in two more. A more detailed analysis will follow at a later date.

Greg

Wayne Ellison
Jaimie Hardin

attachment

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002911

BellSouth Telecommunications, Inc.

*Copy for
Williamson
U. A. T. S.*

June 24, 1996

Ms. Blanco S. Bayo
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications Inc. ("ICI") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

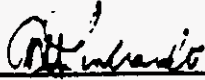
Dear Ms. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ICI are submitting to the Georgia Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to ICI. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and ICI within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest.

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convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.



BellSouth Telecommunications, Inc.
A.M. Lombardo
Suite 400
150 S. Monroe Street
Tallahassee, Florida 32399
(904) 224-7798



Intermedia Communications Inc.
Julia Strow
Suite 170
450 Franklin Road
Marietta, Georgia 30067
(770) 429-5702

000010

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., ("ICI"), a Delaware corporation and shall be deemed effective as of July 1, 1996. This agreement may refer to either BellSouth or ICI or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICI agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICI to an end user of BellSouth or ICI.

D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 1., 1996.

B. The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 11 1997. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period--\$40,000.00; 3rd period--\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent ICI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if ICI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge ICI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of ICI as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

I. Whenever BellSouth delivers traffic to ICI for termination on ICI's network, if BellSouth cannot determine because of the manner in which ICI has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate ICI pursuant to this section but will, instead, charge ICI originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if

ICI can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICI; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

K. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

M. The ordering and provision of all services purchased from BellSouth by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate

elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ICI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICI as an interexchange carrier on a 10XXX basis, BellSouth will charge ICI the appropriate tariff charges for originating network access services. If BellSouth is serving as the ICI end user's presubscribed interexchange carrier or if the ICI end user uses BellSouth as an interexchange carrier on a 10XXX basis, ICI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ICI provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

G. Should ICI require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ICI shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ICI will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ICI, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

C. SPNP is available only where ICI or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ICI assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ICI initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ICI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ICI is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ICI usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-

provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to ICI at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to ICI unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ICI's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to ICI unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BellSouth will offer to ICI unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BellSouth shall, upon request of ICI, and to the extent technically feasible, provide to ICI access to its Network Elements for the provision of an ICI telecommunications service. Any request by ICI for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. ICI agrees to pay the costs associated with the bona fide request if ICI cancels the request or fails to purchase the service once completed. ICI shall provide BellSouth access to its Network Elements as mutually agreed by the Parties or as required by a state commission or the FCC.

F. A Network Element obtained by one Party from the other Party under this section may be used in combination with the facilities of the requesting Party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to ICI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to ICI a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICI will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICI will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICI shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, ICI shall install a minimum of two dedicated trunks originating from ICI's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the

user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICI will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, ICI will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and ICI agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to ICI Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to ICI CMD5 Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to execution of an agreement between ICI and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ICI's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ICI's subscribers.

B. BellSouth will include ICI's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ICI to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide ICI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICI will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord ICI's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ICI's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ICI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ICI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to ICI into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter ICI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ICI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If ICI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

A. The rates pursuant by which ICI is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

B. ICI may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that ICI may resell the broadband exchange line or SynchroNet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

C. The provision of services by BellSouth to ICI does not constitute a joint undertaking for the furnishing of any service.

D. ICI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICI for all services.

E. ICI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ICI accepts responsibility for adhering to BellSouth's prescreening

guidelines prior to referring the trouble to BellSouth. BellSouth may bill ICI for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ICI's customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

F. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ICI and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICI

G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ICI until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection.

H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICI for a charge not less than BellSouth's cost.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

ICI assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ICI.

J. ICI agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent ICI is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ICI shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ICI are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. ICI is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.
5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

L. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ICI is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.

M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ICI or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for ICI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to ICI, BellSouth will, on an interim basis, bill ICI the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

P. The procedures for discontinuing end user service purchased by ICI for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ICI's end user on behalf of, and at the request of, ICI. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ICI
2. At the request of ICI, BellSouth will disconnect a ICI end user customer.

3. All requests by ICI for denial or disconnection of an end user for nonpayment must be in writing.
4. ICI will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ICI when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ICI and/or the end user against any claim, loss or damage arising from providing this information to ICI. It is the responsibility of ICI to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

Q. The procedures for discontinuing service to ICI are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ICI of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICI, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and ICI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If ICI fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ICI to receive notices of noncompliance, discontinue the provision of existing services to ICI at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth

does not discontinue the provision of the services involved on the date specified in the thirty days notice, and ICI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICI without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, ICI's services will be discontinued. Upon discontinuance of service on a ICI's account, service to ICI's end users will be denied. BellSouth will also reestablish service at the request of the end user or ICI upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require ICI to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ICI from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ICI defaults on its account, service to ICI will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ICI during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ICI by the accrual date.

XV. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

B. When the initial service is ordered by ICI, BellSouth will establish an accounts receivable master account for ICI.

C. BellSouth shall bill ICI on a current basis all applicable charges and credits.

D. Payment of all charges will be the responsibility of ICI. ICI shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICI from ICI's customer. BellSouth will not become involved in billing disputes that may arise between ICI and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of ICI's accounts.

F. BellSouth will bill ICI in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in I. following, shall apply.

H. Upon proof of tax exempt certification from ICI, the total amount billed to ICI will not include any taxes due from the end user. ICI will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, ICI will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by

BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that ICI actually makes the payment to BellSouth, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that ICI actually makes the payment to BellSouth.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

L. In general, BellSouth will not become involved in disputes between ICI and ICI's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ICI shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ICI to resolve the matter in as timely a manner as possible. ICI may be required to submit documentation to substantiate the claim.

M. ICI is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon ICI.

XVI. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased..

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. BellSouth will accept requests from ICI to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from ICI to BellSouth or will accept a request from another ALEC or ICI for conversion of the Service Provider Number Portability service associated with an end user's service from ICI to the second ALEC or Reseller. BellSouth will notify ICI that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. ICI must, however, provide proof of authorization upon request.

B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess ICI an Unauthorized Change Charge of \$19.41 per line or trunk for Residence of Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to ICI because of the unauthorized change. These charges may be adjusted if ICI provides satisfactory proof of authorization.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to ICI shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate ICI traffic terminated by BellSouth over the same facilities, ICI shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ICI. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be

used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by ICI for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. ICI agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ICI shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

A. With respect to any claim or suit by ICI, an ICI customer or by any other person or entity, other than for willful misconduct, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

B. BellSouth shall not be liable for any act or omission of any other telecommunications company providing a portion of a service, nor shall BellSouth hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth.

C. BellSouth is not liable for damages to ICI's terminal location, POI nor ICI's customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by BellSouth's gross negligence.

D. BellSouth shall be indemnified, defended and held harmless by ICI against any claim, loss or damage arising from ICI's use of services provided by BellSouth under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from ICI's own communications; 2) Claims for patent infringement arising from ICI's acts combining or using the service furnished by BellSouth in connection with facilities or equipment furnished by ICI or ICI's customer; 3) any claim, loss, or damage claimed by a ICI customer, arising from ICI's uses of services provided by BellSouth under this Agreement; or 4) all other claims arising out of an act or omission of ICI in the course of using services provided pursuant to this Agreement.

E. BellSouth assumes no liability for the accuracy of the data provided to it by ICI and ICI agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ICI to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. BellSouth does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. BellSouth shall be indemnified, defended and held harmless by ICI or ICI's customer from any and all claims by any person relating to ICI's or ICI's customer's use of services so provided.

G. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend ICI against claims of patent infringement arising solely from the use by ICI of services offered pursuant to this Agreement and will indemnify ICI for any damages awarded based solely on such claims.

H. BellSouth's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against BellSouth, acts of God and other circumstances beyond BellSouth's reasonable control.

I. This obligations of the Parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or ICI to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BellSouth's provision of broadband exchange line services, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial order retroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in the Wall Street Journal. The preceding sentence shall survive the expiration of this Agreement.

B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that ICI shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If ICI

chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that ICI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ICI.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information") Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.

However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
Rich Dender --Acct. Manager
South E4E1 Colonnade Prkwy
Birmingham, AL 35243

ICI--Pat Kurlin
3625 Queen Palm Drive
Tampa, Florida
33619

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

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

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida, relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

[Signature]
Signature
[Title]
Title
7-990
Date

Intermedia
Communications Inc

[Signature]
Signature
CEO
Title
6/21/96
Date

ATTACHMENT A

EXAMPLE OF "5% CAP"

Case 1:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 15,000 min. to BellSouth BellSouth bills ALEC X for 10,500 min.
(10,000 + 5%)

Case 2:

BellSouth terminates 15,000 min. to ALEC X ALEC X bills BellSouth for 10,500 min.
(10,000 + 5%)

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X for 10,000 min.

Case 3:

BellSouth terminates zero min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X zero

Case 4:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates zero min. to BellSouth BellSouth bills ALEC X zero

Case 5:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 10,200 min. to BellSouth BellSouth bills ALEC X for 10,200 min.
(difference is less than cap)

Case 6:

BellSouth terminates 10,200 min. to ALEC X

ALEC X bills BellSouth for 10,200 min.
(difference is less than cap)

ALEC X terminates 10,000 min. to BellSouth

BellSouth bills ALEC X for 10,000 min.

Case 7:

BellSouth and ALEC X both terminate 10,000 min. to each other

ALEC X and BellSouth both bill each other 10,000 min.

Attachment B-1
Local Interconnection Service

Service: Local Interconnection*

Description: Provides for the use of BellSouth switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an interexchange Carrier (IC), and independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

RATE ELEMENTS	Alabama					Florida				
	Per MOU	Applied Per	Monthly Recur.	Applied: Per	Non-Recur.	Per MOU	Applied Per	Monthly Recur.	Applied: Per	Non-Recur.
DS1 Local Channel	-	-	\$133.81 LC	\$488.97 LC - First	\$488.83 LC - Add'l	-	-	\$133.81 LC	\$488.97 LC - First	\$488.83 LC - Add'l
DS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac. term.	\$100.48 fac. term.	-	-	\$18.75 per mile	\$68.75 fac. term.	\$100.48 fac. term.
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-
Local Switching LS2 (FGO)	\$0.00036 fac. term.	-	-	-	-	\$0.00036 fac. term.	-	-	-	-
Tandem Switching	\$0.00074 access mo.	-	-	-	-	\$0.00074 access mo.	-	-	-	-
Information Surcharge	\$0.00218 100 mo.	-	-	-	-	\$0.00218 access mo.	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mo.	-	-	-	-	\$0.002 access mo.	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00878	-	-	-	-	\$0.01028	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00891	-	-	-	-	\$0.01041	-	-	-	-

RATE ELEMENTS	Georgia					Kentucky				
	Per MOU	Applied Per	Monthly Recur.	Applied: Per	Non-Recur.	Per MOU	Applied Per	Monthly Recur.	Applied: Per	Non-Recur.
DS1 Local Channel	-	-	\$133.81 LC	\$488.97 LC - First	\$488.83 LC - Add'l	-	-	\$133.81 LC	\$488.97 LC - First	\$488.83 LC - Add'l
DS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac. term.	\$100.48 fac. term.	-	-	\$23.50 per mile	\$80.00 fac. term.	\$100.48 fac. term.
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-
Local Switching LS2 (FGO)	\$0.00036 fac. term.	-	-	-	-	\$0.00036 fac. term.	-	-	-	-
Tandem Switching	\$0.00074 access mo.	-	-	-	-	\$0.00074 access mo.	-	-	-	-
Information Surcharge	-	-	-	-	-	\$0.00218 (Trans) 100 mo.	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mo.	-	-	-	-	\$0.01448 (Trans) 100 mo.	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00878	-	-	-	-	\$0.00878	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00891	-	-	-	-	\$0.00891	-	-	-	-

*Rates are depicted at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications Inc. intrastate Access Tariff.

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: consists of DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Intraoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and offices or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use delivered at the access tandem.

-Compensation Cross (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed total interconnection minutes of use of the party with the lower total billed total interconnection minutes of use in the same month.

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Attachment 8-1
Local Interconnection Service

Service: Local Interconnection (Cont'd)

RATE ELEMENTS	Louisiana					Mississippi				
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur
OS1 Local Channel	-	-	\$133.81	-	\$486.87	-	-	\$133.81	-	\$486.87
OS1 Dedicated Transport	-	-	\$18.75 per mile	-	-	-	-	\$23.50 per mile	-	-
OS1 Common Transport	\$0.0004 per mile	-	-	-	-	\$0.0004 per mile	-	\$80.00 fac term	-	\$100.48 fac term
Local Switching LS2 FGD	\$0.00036 fac term	-	-	-	-	\$0.00036 fac term	-	-	-	-
Tandem Switching	\$0.0089 access mou	-	-	-	-	\$0.00787 access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	\$0.00074 access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	\$0.002 access mou	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01021	-	-	-	-	\$0.00878	-	-	-	-
Composite Rate-OS1 Tandem Sw	\$0.01048	-	-	-	-	\$0.00981	-	-	-	-

RATE ELEMENTS	N Carolina					S Carolina				
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur
OS1 Local Channel	-	-	\$133.81	LC	\$486.87	-	-	\$133.81	LC	\$486.87
OS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	-	\$23.50 per mile	-	-
OS1 Common Transport	\$0.0004 per mile	-	-	-	-	\$0.0004 per mile	-	\$80.00 fac term	-	\$100.48 fac term
Local Switching LS2 FGD	\$0.01140 access mou	-	-	-	-	\$0.01086 access mou	-	-	-	-
Tandem Switching	\$0.00074 access mou	-	-	-	-	\$0.00074 access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	\$0.00741 100 miles	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	\$0.002 access mou	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01331	-	-	-	-	\$0.01223	-	-	-	-
Composite Rate-OS1 Tandem Sw	\$0.01344	-	-	-	-	\$0.01338	-	-	-	-

RATE ELEMENTS	Tennessee				
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur
OS1 Local Channel	-	-	\$133.81	LC	\$486.87
OS1 Dedicated Transport	-	-	\$23.50 per mile	-	-
OS1 Common Transport	\$0.0004 per mile	-	-	-	-
Local Switching LS2 FGD	\$0.00036 fac term	-	-	-	-
Tandem Switching	\$0.01738 access mou	-	-	-	-
Information Surcharge	\$0.00074 access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01861	-	-	-	-
Composite Rate-OS1 Tandem Sw	\$0.01864	-	-	-	-

- *Rates are analyzed at the OS1-1 544 Mbps level. Per rates and charges applicable to other arrangements levels, refer to Section 86 of BellSouth Telecommunications Inc's Intrastate Access Tariff.
- **The Tandem Intermediary Charge applies only to intermediary traffic.
- OS1 Local Channel: denotes a OS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's FGD, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilize a BellSouth location. This element is not required when an ALEC is collocated.
- OS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each OS1 terrestrial Channel terminated. Can be used from the ALEC's serving wire center to the end user's end office or from the ALEC's serving wire center to the tandem.
- Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.
- Access Tandem Switching: provides location of switching traffic from or to the Access Tandem from or to the end office end office(s). The Access Tandem Switching charge is assessed on all terminating minutes of use initiated at the access tandem.
- Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

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Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s): ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Residence / 6 paths	\$1.15	-
- Business / 10 paths	\$2.25	-
Each Additional Path	\$0.50	-
Per Order, per end user location	-	None

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

RATE ELEMENTS	Alabama				Florida			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$165.00	trunk-int. \$80.00 trunk-ext.	\$15.00	trunk	\$170.00	trunk-int. \$85.00 trunk-ext.
CS1 Local Channel**	\$133.81	LC	\$488.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$488.97	LC - First \$488.83 LC - Add'l
CS1 Dedicated Transport**	\$23.50	per mile	-	-	\$16.75	per mile	-	-
	\$80.00	fas. term.	\$100.48	fas. term.	\$58.75	fas. term.	\$100.48	fas. term.

RATE ELEMENTS	Georgia				Kentucky			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00	trunk-int. \$80.00 trunk-ext.	\$13.00	trunk	\$150.00	trunk-int. \$80.00 trunk-ext.
CS1 Local Channel**	\$133.81	LC	\$488.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$488.97	LC - First \$488.83 LC - Add'l
CS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$80.00	fas. term.	\$100.48	fas. term.	\$80.00	fas. term.	\$100.48	fas. term.

* Rates are displayed at the CS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's intrastate Access Tariffs.

** May not be required if the ALEC is collocated at the ported number end office.

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00 end user location	-	-	-	\$25.00 end user location	-
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00 trunk-int. \$86.00 trunk-sub.	-	\$13.00	trunk	\$150.00 trunk-int. \$80.00 trunk-sub.	-
DS1 Local Channel**	\$133.81	LC	\$888.97 LC - First \$488.83 LC - Add'l	-	\$133.81	LC	\$888.97 LC - First \$488.83 LC - Add'l	-
DS1 Dedicated Transport**	\$18.75 per mile \$59.75 fac term	-	-	-	\$23.50 per mile \$80.00 fac term	-	-	-

RATE ELEMENTS	N.Carolina				S.Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00 end user location	-	-	-	\$25.00 end user location	-
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00 trunk-int. \$83.00 trunk-sub.	-	\$13.00	trunk	\$164.00 trunk-int. \$81.00 trunk-sub.	-
DS1 Local Channel**	\$133.81	LC	\$888.97 LC - First \$488.83 LC - Add'l	-	\$133.81	LC	\$888.97 LC - First \$488.83 LC - Add'l	-
DS1 Dedicated Transport**	\$23.50 per mile \$80.00 fac term	-	-	-	\$23.50 per mile \$80.00 fac term	-	-	-

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00 end user location	-
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00 trunk-int. \$83.00 trunk-sub.	-
DS1 Local Channel**	\$133.81	LC	\$888.97 LC - First \$488.83 LC - Add'l	-
DS1 Dedicated Transport**	\$23.50 per mile \$80.00 fac term	-	-	-

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

ALPHABETICAL DIRECTORY SIDE AGREEMENT

- CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

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omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- VI. This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- VII. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

BY _____

NAME: _____

TITLE: _____

DATE: _____

CARRIER:

BY _____

NAME: _____

TITLE: _____

DATE: _____

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AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Promising Corporation, a Georgia corporation ("BAPCO") and _____ corporation ("CARRIER") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. **CARRIER OBLIGATIONS.** CARRIER agrees as follows:

a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate reading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising-out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such information in conjunction herewith, except as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

b) The parties will not have an obligation to protect any portion of information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such information is not a trade secret under applicable law.

c) Each party will make copies of the information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike.

not, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Associate General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER:

13. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and/or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

CARRIER:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

- CARRIER Listing Information. Formal Schedule for Provision
- CARRIER Delivery Information. Formal Schedule for Provision

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

May 29, 1998

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Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

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Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations Interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

State(s): All

Rates: No Charge

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

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II. DEFINITIONS

- 2.01. Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

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(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PEN) are a security code assigned by BST.

b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to

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differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other party to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of _____, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contact with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

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Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.	\$0.03800	-
	As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.		
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E8.8 of BellSouth Telecommunication's Inc.'s intrastate Access Services Tariff.		

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Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

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Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above	Alabama	\$0.08	Per Call Attempt
	Florida	\$0.08	Per Call Attempt
	Georgia	\$0.08	Per Call Attempt
	Kentucky	\$0.08	Per Call Attempt
	Louisiana	\$0.08	Per Call Attempt
	Mississippi	\$0.08	Per Call Attempt
	N Carolina	\$0.08	Per Call Attempt
	S Carolina	\$0.08	Per Call Attempt
Tennessee		\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Service Tariff			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intrastate call completion attempts are routed over an interall trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	Al	\$0.25 per call attempt
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina S Carolina Tennessee	\$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.30 (per inbound query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff F.C.C. No. 1		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

PRIVATE PAYPHONE PROVIDERS HANDBOOK

Installation Scheduling (Due Dates)

Due Date Guide

Removal of BST Set, Enclosure or Equipment	Placing NI or Jack in Same Loc. as BST Set?	Number of Access Lines Same Premises	Usual Scheduling
No	N/A	1 to 5 6 or more	3 bus days 4 bus days (worked in increments of 5 lines per day, beginning on the 3rd bus day)
Yes, Set	Yes or No	1 to 5 6 or more	5 bus days 6 bus days (worked in increments of 5 lines per day, beginning on the 5th bus day)
Yes Enclosure or Equipment	Yes	1 to 3	6 bus days Enclosure to disconnect Publicstation. 7 bus days to connect NI.
Yes Enclosure or Equipment	No	1 to 3	7 bus days
Yes Enclosure or Equipment	Yes or No	4 or more	Must be negotiated

Select Due Date Areas

In some of our remote central office serving areas, orders can only be worked on certain designated days of the week. In these situations, the normal interval is modified to accommodate this requirement.

continued on the next page

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INDEPENDENT PAYPHONE PROVIDERS HANDBOOK

Installation Scheduling (Due Dates), continued

Removal of BST Equipment

When a customer displaces a BellSouth Telecommunications (BST) Public, or Semi-Public station, and removal of BST equipment is required, the disconnection of the BST line and reconnection of the Public Access Line will be accomplished, in most cases, on the same day. In some situations, work force conditions will not permit the work to be accomplished on the same day. The BST service will be disconnected no more than one day prior to the connection of the Public Access Line. You will be advised when this situation occurs.

Due Date Intervals

Normal due date intervals apply Monday thru Friday from 8:00 a.m. to 5:00 p.m. Specific appointments, such as 1:00 p.m., 3:00 p.m. etc., cannot be granted. We can make one attempt to call a number of your designation before the service technician leaves to go on site. The service representative must be advised of this request when the order is negotiated and given a toll free number, local number or a number that will accept collect calls.

Expedited Service Request

Additional charges apply in some states when service orders are worked outside of the normal interval:

GSST Tariff Reference A4

Kentucky	_____	Louisiana	_____
Mississippi	_____	Tennessee	_____

The charge will appear on the first month's billing.

PRIVATE PAYPHONE PROVIDERS HANDBOOK

Order Changes and Cancellations

Notification

BST should be notified as soon as possible of any order changes or cancellations. Early notification will allow adequate time to process the change and notify all affected departments. This will ensure the order properly reflects all requested service and minimize the possibility of billing errors.

The VPC should be advised no later than 12:00 noon (CST) the day before the service is due of any changes or cancellations. Failure to notify the VPC by this deadline may cause service delays or make it necessary to issue subsequent orders. Additional charges may then apply.

BST Public Telephone Disconnects

Due date changes on orders to disconnect BST Public telephones can be made, if the VPC is notified two business days prior to the due date.

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PRIVATE PAYPHONE PROVIDERS HANDBOOK

Missed Appointments

Site Preparation

At some locations, the PPP must prepare the site before the BST service technician can install the network interface. When necessary, the site preparation should be completed prior to the BST service technician going to the location.

Rescheduling Due Dates

Due to other scheduled work requirements, the BST service technician will be unable to wait at the location for the PPP's service technician to complete any necessary site preparations. In the event that the site is not ready when the BST service technician arrives at the location, the PPP should contact the VPC to reschedule the service order according to the due date plan.

Other Missed Appointments

Appointments missed for other reasons should also be rescheduled with the VPC according to the due date plan. Rescheduling appointments are costly for all parties and should be avoided when possible.

PRIVATE PAYPHONE PROVIDERS HANDBOOK

Repair Procedures

Reporting Trouble

In the event of a service outage on a Public Access Line, the following procedures should be followed:

- The PPP should first determine if the trouble is on his side of the network interface. Maintenance beyond the network interface, i.e., inside wiring, entrance bridge, set, is the PPP's responsibility.
- If the problem appears to be a BST problem, it should be reported to the Centralized Repair Service Bureau. If a repair visit is made by BST and the problem is determined not to be in BST's facilities, charges will apply.
- The Centralized Repair Service Bureau should be provided with as much of the following information as possible: the telephone number, location name and address, the PPP's name and number and possible symptom of trouble, i.e., no dialtone, set problem on (date) cleared, but line is still dead. Should the PPP desire to be notified when the trouble condition is cleared, the request can be made to the Bureau. Under normal circumstances the PPP is notified no later than the day after the trouble condition has been cleared.
- When trouble is found to be on the customer's side of the network interface, the PPP has the option of repairing the problem or authorizing the BST repairman to repair the problem. BST repairs will be billed on a time and materials charge basis. No repair work will be performed on the set by BST.

2 call 1 800 347 2420

continued on the next page

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INDEPENDENT PAYPHONE PROVIDERS HANDBOOK

Repair Procedures, continued

Centralized Repair Service Bureau

The Centralized Repair Service Bureaus may be contacted by dialing the number listed in the Customer Guide pages of the local Southern Bell or South Central Bell telephone directory.

However, if you are calling from outside the station service area or outside BST service area, use the following numbers to call collect.

Service Area	Telephone Number
South Central Bell and Southern Bell	
All States	800 247-2020

Services Available for Resale Data Request(s)

DRAFT

7/2/96

Service Category	Info. Requested	Date Requested	Date Provided	Comments
Grandfathered Services	List of Services	5/21	5/29/96 & 6/5/96	This info available in BST tariffs.
	Date Obsolete	5/21		BST provided tariff references.
	Replacement Service	5/21		
	Current Revenue for each service	5/21		
	Number of customers for each service	5/21		
	Verification of AT&T analysis of GA Grandfathered Services	5/14		
	Verification of AT&T analysis of FL Grandfathered Services	6/12		
	Verification of AT&T analysis of NC Grandfathered Services	6/12		
Lifeline Programs	Amount of revenue	5/21	OK	Can be approximated from # subscribers
	Number of customers	5/21	6/12/96	
	Number of lines	5/21	6/12/96	BST provided # of subscribers – assume # lines same
	Sources and amounts of funding for program	5/21	6/7/96	
N11	Amount of revenue	5/21	6/12/96	
	Number of customers	5/21	6/5/96	
	Number of Lines	5/21	OK	
	Amount/% of discount off list retail	5/21		
911/E911	Amount of revenue	5/21		
	Number of customers	5/21		
	Number of Lines	5/21		
	Amount/% of discount off list retail	5/21		
Contract Service Arrangements	Services included in CSAs	5/21		6/5 BST letter indicated that no info. available at time of letter draft.
	Number of CSA contracts	5/21		
	Amount of CSA revenue	5/21		
	Number of CSA customers	5/21		
	Amount/% of discount off list retail	5/21		

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Services Available for Resale Data Request(s)

DRAFT
7/2/96

Service Category	Info. Requested	Date Requested	Date Provided	Comments
Special Billing Arrangements	Services included in SBAs	5/21		6/5 BST letter indicated that no info. available at time of letter draft.
	Number of SBA contracts	5/21		
	Amount of SBA revenue	5/21		
	Number of SBA customers	5/21		
	Amount/% of discount off list retail	5/21		
Educational Discount Program	Amount of revenue	5/21		6/5 BST letter indicated that no info. available at time of letter draft.
	Number of customers	5/21		
	Amount/% of discount off list retail	5/21		
Other State-Specific Programs	List of state-specific programs excluded from resale.	5/21	6/5	BST provided info on TN, AL state-specific services. Other state-specific offerings TBD.
	Scope of these state specific programs excluded from resale.	5/21		
Promotional Rates	Examples of promotion types/services included	5/21		
	Number per year; term	5/21		
	Amount/% revenue off list retail	5/21		
Installment Billing	Number customers utilizing feature in 1994/1995	5/21		6/5 BST letter indicated that no info. available at time of letter draft.
	Amount of "deferred" installment billing in 1994/1995	5/21		
Centrex	List of any limitations or restrictions (i.e. aggregation of unaffiliated users)	5/21		6/5/96 BST letter indicates more discussion required to understand this item.
Service user and use restrictions	List of any user and use restrictions imposed by BellSouth.	5/21		

003003

TSR



Susan D. Ray
Local Service Negotiator

Room 12N04
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-3123

July 2, 1996

Suzie Lavett
BST Lead Negotiator
Room E56
3535 Colonnade Parkway
Birmingham, AL 35243

Dear Suzie:

In reference to my June 20, 1996 letter, requesting BellSouth's position on INCOLLECTS/OUTCOLLECTS (Third Number, Collect, and Credit Card Calls - Alternately Billed Call Matrix), please be advised that I inadvertently requested a July 25, 1996, due date instead of a June 25, 1996, due date. Please forward BellSouth's position on each of the INCOLLECT/OUTCOLLECT situations as soon as possible, but no later than July 10, 1996.

If you have any questions on this matter, please contact me on 404-810-3123.

Sincerely,

A handwritten signature in cursive script that reads "Sue Ray".

Sue Ray

003004

WJA/mw

Date: July 3, 1996
To: Jerry Hendricks
From: Wayne Ellison

Jerry:

This correspondence is in response to the message I received from you late yesterday afternoon. First, the draft data requests you prepared for my concurrence on June 28th were correct with the exception of Loop questions #3 and #4, which should read:

3. Compare the historical (embedded) distribution to code for aerial, buried and underground to the New Sample distribution to code used in the Florida Unbundled Loop Study and distributions used in the unbundled loop studies provided AT&T in these negotiations for each state.

4. Compare historical sheath size by code to the average sheath size by code used in the unbundled loop studies presented to AT&T. Compare average sheath size by code used in the two loop study versions completed in Florida.

and SCIS question #3, which should read:

003000

3. What different types of line terminations are included in the weighted line termination investment? What types are excluded?

You also requested that I prioritize our need for other outstanding requests. All of the requested items are important, but my preference for order of receipt is as follows:

- (1) Louisiana unbundled element studies, requested June 5th.
- (2) Mississippi and South Carolina unbundled Element Studies (loop, switching, transport) equivalent to studies produced for other BellSouth states.
- (3) Question No. 1, June 19, 1996 data request.
- (4) Question No. 2, June 19, 1996 data request in the following order: 2h, 2c, 2d, 2f, 2k, 2l, 2g, 2i, 2p, 2n, 2m, 2a, 2b, 2o, 2j, 2e, 2q.
- (5) Frame Relay studies, requested June 5th.

Please call if you have additional questions at 404-810-8068.

Wayne

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FAX

Date 07/03/96

Number of pages including cover sheet 3

TO: Jerry Hendricks

Phone 404-529-8210

Fax Phone 404-529-7839

FROM: AT&T - Wayne Ellison
LAW & GOVERNMENT
AFFAIRS

Phone 404-810-8068

Fax Phone

CC:

REMARKS: Urgent For your review Reply ASAP Please Comment

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MODE = TRANSMISSION

START=JUL-03 08:57

END=JUL-03 08:58

NO.	COM	SPEED/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	2	95297839	003		

***** (FAX-310 U2.12)* -

- *****

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From Jerry Hendrick - BellSouth
6/28/96

**AT&T/BST Cost Meeting
June 26, 1996**

Following are the questions provided by Wayne Ellison of AT&T in the June 26, 1996 meeting between BST and AT&T.

LOOP

1. How were the pole and conduit factors calculated in the 1993 Unbundled Loop Studies?
2. How were the pole and conduit factors calculated in the new 1996-98 Unbundled Loop Studies?
- * ~~3. Compare the historical (embedded) distribution to code for aerial, buried and underground to the New Sample distribution to code used in the Florida Unbundled Loop Study.~~
- * ~~4. Compare historical sheath size to the average sheath size used in the Florida Unbundled Loop Study.~~
5. How are the revenues and expenses associated with joint use for poles and conduit reported in BellSouth's books? How is the net effect of these revenues and expenses reflected in the Florida Unbundled Loop Study?
6. Provide the Digital Loop Carrier back-up for 1993 Loop-Is-A-Loop (LIAL) in Alabama and Kentucky? AL - \$666 and KY - \$487
7. Provide the integrated portion of the 1993 LIAL.

SCIS

These questions refer to the cost study previously provided to AT&T. A copy has been provided to Gerry Gardner.

1. Provide a description of each line on the SCIS printout.
2. Is all switch investment categorized into a line on the SCIS printout? Are investments for features included on the printout? If yes, where?
- * ~~3. Is the line termination weighted investment for all types of line terminations?~~
4. In reference to analog line termination investment consisting of three items: MDF and protector, NTS switching per line, and excess capacity per line, provide a description for NTS and excess capacity.
5. Define a Non-TR303 termination and a TR303 termination (per DS1) and provide cost studies for each.

* See memo to Hendricks dated 7/3/96 008253
BellSouth promised at June 26 meeting to attempt to the best of their ability to provide responses by June 8

FAX

Date 7/3/96

Number of pages including cover sheet 2

TO: *Chris Keeley*

Phone
Fax Phone 404-810-3131

CC:

FROM: Pat Cowart
BellSouth
Telecommunications
675 West Peachtree
Street
38-S-80 SBC
Atlanta, Georgia 30375

Phone 404-529-7039
Fax Phone 404-223-6782

REMARKS: Urgent For your review Reply ASAP Please Comment

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Advanced Intelligent Networking

July 3, 1996

Chris Weekley
AT&T
1200 Peachtree St.
Atlanta, Georgia 30309

Subject: AIN Development of an Unbundled Routing Service

As we discussed last week, the action items I documented from the June 18, 1996 conference call were different from what you have. Carl's action item was to try to determine the amount of delay for an AIN routed call to an 800 number due to the AIN query and the 800 database query.

The action item that you have in your letter of July 1, 1996 for me is not the action item I agreed to take. Pam asked me to research the average number of calls per day per line.

If you have any questions, please let me know.

Thank you,

002061



FAX

WNE

Date: 7-3-96

Number of pages including cover sheet: 4

To:

KATHY TABER

Phone:

Fax phone: 810-3131

CC:

From: Pam Sims

Phone: 404-529-6516

Fax phone: 404-529-7074

REMARKS: Urgent For your review Reply ASAP Please comment

KATHY,

As promised in our meeting yesterday, definitions on unbundled products.

Thanks,
Pam

000002

**AT&T Unbundled Network Elements Requirements
Technical feasibility Status - DRAFT**

Category:	Loop	Switching	Transport	SS7 Signaling	Operator/ DA	Databases	AIN
BST Offering	<ul style="list-style-type: none"> • Metallic Loop • Non-integrated Digital Loop <p>Opens - 85% of Market Today</p>	<ul style="list-style-type: none"> • Port including access to BST Operator, DA, Repair and InterOffice Facilities • Tandem Switching • Data Switching (PulseLink) 	<ul style="list-style-type: none"> • Special Access, dedicated point-to-point • Channelization Systems • Digital Cross-connect System (FlexServ) 	<ul style="list-style-type: none"> • Link Transport to STPs 	<ul style="list-style-type: none"> • Stand Alone With AT&T Switch 	<ul style="list-style-type: none"> • 800 • DA • LIDB • E911 	<ul style="list-style-type: none"> • Access to Service Creation Platform (DesignEdge)
Additional Elements: AT&T/BST Agree Technically Feasible	<ul style="list-style-type: none"> • It appears that AT&T's Loop Feeder needs can be met by existing Special Access offerings. 			<ul style="list-style-type: none"> • Signaling "HUB" 			<ul style="list-style-type: none"> • Access to AIN Triggers
Additional AT&T Requirements: BST Does Not Agree Are Technically Feasible	<ul style="list-style-type: none"> • Integrated Digital Loop Carrier • Network Interface Device (NID) <p>NOTE: On 6/4/96, BST agreed to provide, upon request, a <i>separate</i> NID at AT&T's request.</p> <ul style="list-style-type: none"> • Loop Distribution • Loop Multiplexer Concentrator 	<ul style="list-style-type: none"> • Stand alone local switching without BST Operator, DA, Repair, IOF. • Routing to AT&T platforms (repair, operator, DA) and AT&T transport • Data Switching (PulseLink) "Partitioning" 	<ul style="list-style-type: none"> • Digital Cross-connect System (FlexServ) "Partitioning" 		<ul style="list-style-type: none"> • Branded AT&T With BST Port 	<ul style="list-style-type: none"> • Detailed Tracking 	

P002

07-03-96 08:27 AM FROM BBS-COLUMBUS, MS

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6/4/96

For discussion purposes only.

une0530.doc

BellSouth Unbundled Products and Services

NETWORK

Unbundled Exchange Access Loop	Provides the connection from the serving central office to a subscriber's premises.
Channelization System for Unbundled Exchange Access Loops	Provides the multiplexing function for Unbundled Exchange Access Loops.
Unbundled Exchange Ports	An exchange port is the capability derived from the central office switch hardware and software to permit end users to transmit or receive information over BST's public switched network. It provides features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.
Local Interconnection	Provides a communications path between an ALEC's Point of Interface and BellSouth end user customers for completion of local calls.
Toll Switched Access	Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth basic local calling area.
Service Provider Number Portability-Remote	An interim service arrangement whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number.
Signaling	Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call set-up and non call set-up purposes.
Virtual Collocation	Provides for location interconnection in collocator-provided/BST leased fiber optic facilities to BST switched and special access services and local interconnection facilities.
911 and E911	Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

DATABASE SERVICES

Database	Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.
Centralized Message Distribution System - Hosting (CMDS-Hosting)	National system, based in Kansas City, MO, used to exchange Message Record formatted message data between host companies.

003005

BellSouth Unbundled Products and Services

**Line Information Database (LIDB)-
Storage Agreement** Provides terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for resale of local exchange service or Service Provider Number Portability arrangements.

LIDB-Validation Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB database.

Operator/DA

**Operator Call Processing Access
Service** Provides Operator and Automated call handling.

**Directory Assistance Access
Service (Number Services)** Includes Call Completion Access Service, Number Services Intercept Access Service and other elements. See detailed description.

**Busy Line Verification and
Emergency Interrupt** Provides Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

OTHER

Subscriber Listing Information Provided at no charge and in acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

Access to numbers For that period of time BellSouth serves as NANP administrator for the states in the BST region, BST will assist ALECs applying for NXX codes for their use in providing local exchange services.

**Non-Sent Paid Report System
(NSPRS)** NSPRS is a mechanized report system that provides to the Companies within the BellSouth region information regarding Non-Sent Paid message and revenue information.

**Poles, Ducts, Conduits and Rights
of Way** This service will be provided via a Standard License Agreement.


**Local Calling Area Boundary
Guide** Provided to ALECs to assist in deployment of numbers on their network to

**Local Calling Area Boundary
Guide** Provided to assist ALECs in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

003905

July 5, 1996

FAX TO: Becky Higdon
BellSouth
EDI Project Management

FROM: Jay Bradbury 

SUBJECT: Agenda for July 8 & 9

During our weekly status call on Monday, July 1, you provided a verbal outline agenda proposal for our Joint Planning Meeting on July 8 & 9, and indicated that Pat Rand would fax me a copy for review. I have not received your proposal.

Attached please find an agenda I built from the notes I took about your proposal and fleshed out to reflect recent events impacting our joint implementation effort.

Planning and implementation of joint complex efforts such as building this EDI interface require interactive and iterative exchanges of information. Such information sharing allows for more efficient and effective development by all parties. The AT&T members of the team look forward to continuing the open sharing of information that has characterized this effort in the past.

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**July 8 / July 9 Joint AT&T/BellSouth EDI Implementation Planning Meeting
Agenda Items**

Review of Present EDI Project Timeline Milestones

Review of Joint Interface Agreement (Section 12 of the SIG)

Existing Final Draft

Identification of Additional Documentation Requirements

Process

Sign-off

Review of:

Change Control Process for Joint Implementation Specification Documents

Error Resolution Processes

Recovery Processes

Review of Additional Services to be Ordered over the Initial EDI Interface

All Other GSST and PL Tariff Offerings - for example:

Multi-Serve (Centrex, ESSX)

Private Lines

ISDN

AIN

Dialogue Regarding Present and Future Scope

Ordering Local Services Resale

The BellSouth 6/21/96 Report on Electronic Interfaces to the GA Commission

Impact of the GA PSC Bench Order of 7/2/96

Pre-Ordering

Interactive Direct Order Entry

AT&T Interface Goals

Existing BellSouth Application Platform

Future BellSouth Application Platform

Application to Ordering and Provisioning of UNEs and Combinations

Application to Maintenance Process

Interim Communications Capabilities, Requirements and Status (VAN)

Permanent Communications Capabilities and Requirements (T1 with TCP/IP)

Definition of Future Phases - Phase II and Beyond

Development of Action Plans to Implement Future Phases

Phase II - as initially discussed in May

as presently understood

Future Phases

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Mule, Andre J

From: Field Comm & Advocacy Support
Sent: Friday, July 05, 1996 1:42 PM
Subject: Operational Interface Factbook

July 5, 1996

Vice Presidents - Law and Government Affairs
Law and Government Affairs Vice Presidents
LSO Vice Presidents
Chief Regulatory Advocates
Chief Legislative Advocates
Chief Regulatory Counsels
Chief Commercial Counsels
Regulatory Attorneys
State Legislative Directors
State Regulatory Managers
Witness Coordination
Mosca Direct Reports
Mosca C+
Selected Members of Law and Public Policy
Selected Members of Regulatory & Legislative Affairs

Colleagues:

The seven attachments to this memo contain a new tool developed in Patty Butwin's organization for use in your Advocacy efforts which may involve questions or discussion regarding **Operational Interfaces** with Local Service Resale or Unbundled Network Elements. This tool is **The Operational Interface Factbook**. (It will be available in the Policy Database on July 12, 1996.)

The Operational Interface Factbook consists of written materials, presentations, and charts. These materials explain and support AT&T's position on Operational Interfaces, describe why it is necessary, what we need, what the ILECs said in the NPRM comments, what the Operational Interface processes are, what we have achieved to date, and provides a Q&A section which could be used as potential testimony. The materials are consistent with the Telecom Act of 1996 and with AT&T's comments on the FCC's NPRM (CC Docket 96-98) regarding the ACT.

If you have any questions or comments regarding The Operational Interface Factbook, please call me on 908-953-4404 email: lgamgw!jgnter. Specific Operational Interface policy questions should be referred to Karen Weis on 908-221-4730, Thelma Webster on 908-221-3487, or Marie Stemple on 908-221-7428.

Joanne Gunter
New Markets Development - Resale



TAB1COM#.DOC



TAB2COM#.PPT



TAB3COM#.DOC



TAB4COM#.DOC



TAB5COM#.DOC



TAB6COM#.DOC



TAB7COM#.DOC

Maryann Haag
Field Communications & Advocacy Support

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Operational Interface Factbook

**Developed By Patty Butwin's Resale District
Issued: July 3, 1996**

**Contacts: Joanne Gunter 908-953-4404
Email: lgamgw!jgunter**

**Patty Butwin 908-204-8735
Email: lgamgw!pbutwin**

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Tab 1 - Why We Need Electronic Operational Interfaces

Tab 2 - What We Need - (9 slides)

Tab 3 -AT&T NPRM Comments-Operational Interfaces

Tab 4 - What ILECs Said In The NPRM Comments

Tab 5 - Operational Interface Processes - (4 slides)

Tab 6 - What We Have Achieved - (CT, IL, GA, NY)

Tab 7 - Q&A's - (Potential Testimony)

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TABICOM#.DOC

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Electronic Operational Interfaces

What We Need and Why We Need Them:

For effective local competition via Local Service Resale or Unbundled Network Elements, the customer experience must be provided by local service providers at least at parity with what is provided today. AT&T, to succeed in a competitive local arena, must provide its own customer service Ordering, Provisioning, and Maintenance/Repair data elements in a standard method with a standard set of data elements electronically sent real-time to the Local Network Provider (LNP).

Today when a customer orders service from their local company, the customer representative, while on the line with the customer, establishes which features and services are desired and available, provides the customer with a telephone number (if a new line is being ordered), establishes the appropriate directory listing, ascertains if a service call is needed to install the line/service, and schedules a time and date for the installation to take place. AT&T work centers, along with the local company, then need to track the critical installation dates, etc. to ensure customer satisfaction. For the customer experience to be at least the same as today, all Alternative LECs (ALECs) must have real-time read and write access to Telephone Line Number (TLN) and loop assignment systems, and repair scheduling systems through electronic interfaces. Real-time electronic interfaces will allow the ALEC timely entry and provisioning of the order, receipt of status, confirmation of order completion, and jeopardy notices prior to missed order commitments. Timely entry requires that the LNP provide provisioning services to AT&T Monday through Saturday from 8:00 a.m. to 8:00 p.m., within each respective continental U.S. time zone.

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Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.:	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1 SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMOB, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Electronic Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.**

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.**
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.**

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.**

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.**

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.**

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SECTION 6. TERM OF AGREEMENT

9.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1998.

WITNESS:

THE ALEC

(bbs)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(bbs)

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- 2.04 All data received from the ALBC that is to be processed or held by another LEC/ALBC within the Ballisouth region will be distributed to that LEC/ALBC in accordance with the agreement(s) which may be in effect between Ballisouth and the involved LEC/ALBC.
- 2.03 Ballisouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trader record counts on all data received from the ALBC.
- 2.02 Ballisouth will receive messages from the ALBC that are to be processed by Ballisouth, another LEC/ALBC in the Ballisouth region or a LEC outside the Ballisouth region.
- 2.01 An ALBC that is CMOB hosted by Ballisouth must have its own unique RAO code. Requests for establishment of RAO status where Ballisouth is the selected CMOB marketing host require written notification from the ALBC to Ballisouth at least 30 days prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to the necessary completion of required Ballisouth functions. Ballisouth will request the assignment of an RAO code from its connecting contractor, currently Ballisouth, on behalf of the ALBC and will coordinate all associated conversion activities.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 1) Message Forwarding to Intra-region LEC/ALBC - function of receiving an ALBC message and forwarding the message to another LEC/ALBC in the Ballisouth region.
- 2) Message Forwarding to CMOB - function of receiving an ALBC message and forwarding that message on to CMOB.
- 3) Message Forwarding from CMOB - function of receiving a message from CMOB and forwarding that message to the ALBC.

1.01 This exhibit specifies the terms and conditions, including compensation, under which Ballisouth shall provide message distribution services to the ALBC. As described herein, message distribution services include the following:

SECTION 1. SCOPE OF EXHIBIT

- 2.05 All data received from the ALEC that is to be placed on the CMOS network for distribution outside the Ballisouth region will be handled in accordance with the agreement(s) which may be in effect between Ballisouth and its connecting contractor (currently Ballisouth).
- 2.06 Ballisouth will receive messages from the CMOS network that are assumed to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between Ballisouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between Ballisouth and the ALEC will be formatted in accordance with accepted industry standards or EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message data necessary to recreate files provided to Ballisouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message data.
- 2.10 Should it become necessary for the ALEC to send data to Ballisouth more than sixty (60) days past the message date(s), the ALEC will notify Ballisouth in advance of the transmission of the data. If there will be impacts outside the Ballisouth region, Ballisouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (Ballisouth or the ALEC) identified and agreed to, the company responsible for creating the data (Ballisouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
- 3) another company within the contiguous United States that utilizes CMOS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
- 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

2.02 These other services include, but are not limited to:

- 1) Maritime Mobile Radiotelephone Service radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Service tariff.
- 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth.
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIO and 801 messages).
- 3) another company within the contiguous United States that utilizes CMOs directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

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SECTION 3 COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0668
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.10

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Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: Rates as attached

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Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / \$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

- Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO
- Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
- Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.
- Note 4: Applies when collocator does not supply their own POT bay.

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BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teeca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westconnett	JCVLFLWC	
		Mandarin Avenues	MNDRFLAV	EX
		Mandarin Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMRFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	

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GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Manetta	Manetta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creeek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	

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	Denta	CHRLNCDE	
	Erwin	CHRLNCER	
	Lake Point	CHRLNCLP	
	Reid	CHRLNCRE EX	
	Sharon Amuty	CHRLNC SH	
	Unversity	CHRLNCLN EX	
Greensboro	Eugene St	GNBONCEU	
Raleigh	Morgan	RLGHNCMO	
	New Hope	RLGHNCHO	
Salisbury	Main	SLBRNCMA	
Winston Salem	Fifth Street	WNSLNCFI	
Ashville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASC SN EX
		At Andrews	CLMASC SA
	Greenville	D&T	GNVLS CDT
		Woodruff Road	GNVLS CWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

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Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

May 29, 1996

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Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$87.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.85	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.80	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.85	N/A	N/A

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$18.50	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$83.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$86.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Rate Elements	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$11.85	\$71.87	N/A	\$30.00	\$87.00	N/A	\$30.00	\$86.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$565.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$610.00	N/A	\$580.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

State(s)	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.28
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.60
PBX Trunk Port	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAS	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	init. min.	- init. min.	\$0.0275	-setup per call	\$0.02
	\$0.01	Add'l min.	- add'l min.	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	init. min.				
	\$0.02	Add'l min.				
C (11-18 miles)	\$0.08	init. min.				
	\$0.04	Add'l min.				
D (17-22 miles & existing LCA described in A3 & greater than 22 mi.)	\$0.10	init. min.				
	\$0.07	Add'l min.				
E (23-30 miles)	\$0.10	init. min.				
	\$0.10	Add'l min.				
F (31-40 miles)	\$0.10	init. min.				
	\$0.10	Add'l min.				
G (Special Band)*	\$0.10	init. min.				
	\$0.10	Add'l min.				

* In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17
Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly	\$2.50		Monthly	\$2.50	
Resource Port	\$10.00		Resource Port	\$10.00	
Business Port	\$10.00		Business Port	\$10.00	
PKX Trunk Port	\$7.00		PKX Trunk Port	\$7.00	
Usage - Usage Bands	\$3.50		Usage - Usage Bands	\$3.50	
A (0 mins)			D (0 mins)		
B (1-10 mins)			A (1-10 mins)		
C (Greater than 10 mins Unlimited LCA)			B (11-18 mins)		
D (1-10 mins beyond Unlimited LCA)			C (17-22 mins)		
E (17-22 mins beyond Unlimited LCA)			D (23 - 30 mins Base LCA and here Portn Unlimited LCA)		
F (23-30 mins beyond Unlimited LCA)			E (Greater than 30 mins Base LCA and Portn Unlimited LCA)		
G (23-30 mins beyond Unlimited LCA)			F (23 - 30 mins hier-Portn Unlimited LCA)		
H (31-40 mins beyond Unlimited LCA)			G (31 - 40 mins hier-Portn Unlimited LCA)		
I (Greater than 40 mins beyond Unlimited LCA)			H (Greater than 40 mins hier-Portn)		

Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly	\$2.75		Monthly	\$2.75	
Resource Port	\$7.50		Resource Port	\$7.50	
Business Port	\$7.50		Business Port	\$7.50	
PKX Trunk Port	\$2.75		PKX Trunk Port	\$2.75	
Usage - Usage Bands			Usage - Usage Bands		
A (0 mins)			A (0 mins)		
B (1-10 mins)			B (1-10 mins)		
C (11-18 mins. among LCA desc- and calls to country with greater than 18 mins)			C (11-18 mins. among LCA desc- and calls to country with greater than 18 mins)		
D (17-30 mins)			D (17-30 mins)		
E (31-55 mins Base LCA)			E (31-55 mins Base LCA)		
F (31-55 mins Jackson LCA)			F (31-55 mins Jackson LCA)		
G (56-90 mins Base LCA)			G (56-90 mins Base LCA)		

Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly	\$4.00		Monthly	\$4.00	
Resource Port	\$10.00		Resource Port	\$10.00	
Business Port	\$10.00		Business Port	\$10.00	
PKX Trunk Port	\$8.50		PKX Trunk Port	\$8.50	
Usage - Usage Bands			Usage - Usage Bands		
A (0-18 mins)			A (0-18 mins)		
B (17-30 mins)			B (17-30 mins)		
C > 30 mins			C > 30 mins		

003300

June 14, 1998

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ICI for the purposes of resale to ICI end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

003005

FAX

Date: 07/01/96

Number of pages including cover sheet: 6

To:

Suzie Lavett

BellSouth

Phone: 404 529-7496

Fax phone: 404 420-0031

CC:

From:

Cindy Clark

Phone: 404 810-3119

Fax phone: 404 810-3131

REMARKS:

Urgent

For your review

Reply ASAP

Please comment

Suzie,

The signed RSAG contract. The only change made is on page 1 reference is made to "American Telephone & Telegraph" was stricken and replaced with "AT&T". "American Telephone & Telegraph" no longer exists.

Call me if you have questions.

Thanks,



Cindy Clark

003995

AGREEMENT FOR PREORDERING INFORMATION

This Agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and American Telephone and Telegraph Company ("AT&T") AT&T.

Whereas, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions under which AT&T will access and use certain preordering information stored in BST's Regional Street Address Guide (RSAG) data base and in files extracted from the Products/Services Information Management System (P/SIMS) data base.

II. DEFINITIONS

2.01. RSAG Information - RSAG Information is information obtained from the Regional Street Address Guide (RSAG). For purposes of this Agreement RSAG Information is limited to individual customer location/address data and associated serving central office switches. Data from RSAG can be associated with P/SIMS file data to determine feature and service availability and to identify provisioning carriers. Information in RSAG is accessed using a combination of the following indicators: a valid street address, previous telephone number, previous customer name, descriptive address (e.g., John Hancock Center), or a valid community name and state.

2.02. P/SIMS Information - P/SIMS Information is information obtained from the Products/Services Information Management System (P/SIMS). For purposes of this Agreement P/SIMS Information is limited to service/feature availability (by central office) and a listing of carriers providing interLATA and (where applicable) intraLATA services.

2.03. NPA - Numbering Plan Area is an area code. The NPA is the primary code which identifies the central office switch providing local exchange service to a specific end user address.

2.04. NXX - NXX is a secondary central office code. In combination with the NPA it provides an identifier for each BST central office switch.

III. RESPONSIBILITIES OF PARTIES

003207

3.01. BST will provide AT&T with access on a real time basis to RSAG Information via an Electronic Communications Gateway. AT&T may use RSAG Information to obtain the primary NPA/NXX of the associated central office. RSAG is a 24x7 application; however, batch processing will necessitate periods of system unavailability during morning hours. The scheduled downtimes are 1a.m. to 4a.m. Monday through Friday; 10p.m. to 4a.m. Saturday; and midnight to 8a.m. Sunday. BST shall endeavor to maintain a satisfactory response time. Depending on the accuracy and level of detail of input data, some transactions will complete in fifteen (15) seconds per query or less. BST shall have no liability to AT&T for a response time exceeding this parameter.

3.02. BST will provide AT&T with access to data files containing P/SIMS Information. A separate data file will be prepared for each state contained in BST's nine-state service territory. Access to P/SIMS Information will be provided through a data transmission line. The data transmission line may be obtained from BST pursuant to the provisions of tariffs filed in each state jurisdiction served by BST. Using the data transmission line, AT&T will have the capability of downloading P/SIMS Information into computer facilities over which AT&T exercises dominion and control. P/SIMS Information available to AT&T through this arrangement includes, but is not limited to, a listing of services and features available by central office and a listing of interLATA carriers and (where applicable) intraLATA carriers serving each central office. BST will update P/SIMS Information a minimum of one time per week; however, AT&T may perform downloading of P/SIMS Information at whatever frequency it deems appropriate.

3.03. AT&T will obtain from BST a security card featuring a unique password identification which will be changed periodically by BST. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

3.04. AT&T acknowledges that RSAG Information and P/SIMS Information obtained pursuant to this Agreement is provided for the limited purposes of facilitating the establishment of new customer accounts and identifying services and features available in specific BST central offices. AT&T agrees that it will not sell or otherwise transfer RSAG Information and/or P/SIMS Information to any third party for any purpose whatsoever without the prior written consent of BST.

IV. FEES FOR SERVICE AND TAXES

4.01. BST will provide the services contemplated by this Agreement without charge to AT&T. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due from BST to any

federal, state or local taxing jurisdiction with respect to the provision of the services set forth herein will be paid by AT&T. AT&T shall have the right to have BST contest with the imposing jurisdiction, at AT&T's expense, any such taxes that AT&T deems are improperly levied.

4.02. AT&T hereby acknowledges that future market conditions may increase BST's provisioning costs and necessitate a charge or charges for the services provided pursuant to this Agreement. Should BST in its sole judgment determine to assess a charge or charges for the services described herein, BST will provide AT&T with a minimum of ninety (90) days' prior written notice of this determination, said notice to include a statement of the exact charge or charges to be applied by BST.

V. TERM OF AGREEMENT

This Agreement shall continue in effect until terminated by either party upon at least thirty (30) days' prior written notice to the other party. All obligations of the parties incurred prior to the termination date shall survive termination of this Agreement.

VI. DISCLAIMER OF WARRANTIES

6.01. BST does not warrant that services provided under this Agreement will be uninterrupted or error free. In the event of access problems, interruptions, delays, errors or other failure of the services, BST's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BST shall have no obligation to retrieve or reconstruct any messages or data which may be lost or damaged. AT&T is responsible for providing back-up for data deemed by AT&T to be necessary to its operations.

6.02. THE SERVICES ARE PROVIDED "AS IS." BST MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

VII. LIMITATION OF LIABILITY

In no event will BST be liable to AT&T or any third party for indirect, incidental, special or consequential damages arising out of or in connection with the services provided under this Agreement, including but not limited to losses or damages for any lost profits, errors or omissions in data, lost data or lost or delayed messages, whether caused by BST's negligence or other legal fault, even if BST has been advised of the possibility of such damages. BST shall be indemnified and saved harmless by AT&T from all such claims asserted by third

parties which arise, directly or indirectly, from BST's provision of services to AT&T under this Agreement or from any act or omission of AT&T in connection with the services provided under this Agreement. AT&T's obligations to indemnify and save harmless under this paragraph are expressly conditioned on the following: (i) that AT&T shall be notified in writing promptly of any such claim or demand, (ii) that AT&T shall have sole control of the defense of any such action, claim or demand and of all negotiations for its settlement or compromise; and (iii) that BST shall cooperate with AT&T to facilitate the settlement or defense of such claim or demand.

VIII. MISCELLANEOUS PROVISIONS

8.01. It is understood and agreed by the parties that BST may provide similar services to other companies.

8.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U.S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

8.03. AT&T agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and AT&T further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

8.04. This Agreement constitutes the entire agreement between AT&T and BST and supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

8.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement. It is further agreed that the parties will as necessary negotiate other provisions to replace those provisions held or construed to be invalid or unenforceable.

8.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault

or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

8.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

8.08. The rights and obligations of either party may not be assigned or otherwise transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may, without the other's consent, assign this Agreement to an entity owned in whole or in part by that party or by one or more of its direct or indirect subsidiaries, and may subcontract the performance of any of its obligations hereunder.

8.09. The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in duplicate counterparts, each of which is deemed an original.

AT&T:

By: *Pamela A. Nelson*

Name: Pamela A. Nelson

Title: District Manager

BST:

By: _____

Name: _____

Title: _____

BellSouth Telecommunications, Inc.

July 1, 1996

-15R
Pam Nelson
Room 12W54
1200 Peachtree St., NE
Atlanta, GA 30309

Dear Pam,

I am writing in response to your June 24, 1996, letter requesting BellSouth provide to AT&T at no charge the Diskette Analyzer Bill software. A review of the facts reveals that the options available to AT&T (i.e., paper invoice, Magnetic Tape or EDI at no charge) provide all the data required for AT&T to analyze bill accuracy. In fact, AT&T has agreed that the proposed billing method provides the appropriate data elements AT&T's desire for BellSouth to provide at no charge a tool for analysis of their bills is above and beyond BellSouth's obligation to AT&T under the Telecommunications Act of 1996.

As to AT&T's request that BellSouth render its resale invoices via "CABS", the services being "resold" are billed to BellSouth's end users from CRIS and CRIS therefore provides the most efficient method of implementing resale discount billing. Also, the same data elements provided for AT&T's "CRIS" billing would be provided in the event BellSouth did render billing via "CABS".

Please call me at 404 529-7496 if you wish to discuss this matter further.

Sincerely,



Suzie Lavett

003017

*Copy to: Sue
Amdur for file
Susan for file
Joy*

URGENT FAX

Date 7/1/97

Number of pages including cover sheet 2

TO: Pam Nelson
Phone 404 810-3100
Fax Phone 404 810-3131

TO:
Phone
Fax Phone

TO:
Phone
Fax Phone

Paper Copy to:

FROM: Suzie Lavett
BellSouth
Telecommunications
Phone 404 529-7496, or
205 977-0104
Fax Phone 404 420-0031, or
205 977-0164

CC:

REMARKS: Urgent For your review Reply ASAP Please Comment

003012



Christopher Weekley
Local Services Negotiator

Room 12W44
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-3122

July 1, 1996

Iris Regas
BellSouth Telecommunications, Inc.
675 W. Peachtree St.
Atlanta, Georgia 30375 Faxed to 404-223-6782

Dear Iris,

Following is AT&T's position on BellSouth's use of Open Network Access Point (ONAP) and the action items from the June 21, 1996 BellSouth/AT&T AIN of conference call:

I would like to make clear AT&T's position on BellSouth's proposed Open Network Access Point (ONAP). ONAP is not in compliance with AT&T's request for a SS7 AIN Access arrangement and ONAP's availability is unknown. The issue is "parity of service" with the ONAP arrangement because of its effect on performance such as; increasing Post Dial Delay (PDD), adding time and cost to implementation. These factors inhibit AT&T's ability to deliver a service that is equal to BellSouth's.

We believe that the existing SS7 network can maintain network integrity and ONAP is not required. As experienced with network interconnect for 800 Portability, the industry is capable of establishing necessary testing and certification procedures to ensure both network performance and reliability are not compromised by interconnection of multiple service providers' SS7 networks. In fact those same interconnection facilities have been in place over the past two years to support 800 Portability.

As far as the applications to be delivered using AT&T's SS7 AIN access arrangement, AT&T would be using the same protocols and capabilities that BellSouth already uses in its AIN-based services and DesignEDGESM service offering. Given this, AT&T's use of such capabilities to offer competing IN-based services will represent no more or less threat to network integrity than BellSouth's use of those same capabilities within its networks.

Action item Iris: To investigate and provide BST's implementation plan and percentage available for AIN 0.1. by June 28th.

Action item Iris: Label BellSouth diagram in Section 10.2.10.2 as: AIN Call for a 3rd party Service Provider.

Action item Chris: Section 10.2.10.3-4 provide SS7 Network Interconnection Section to Iris by June 25th.

Chris response: Faxed Section on June 26th.

Action item Chris: Section 10.2.10.10 provide Connectivity Billing and Recording requirements as specified in Attachment 6 to Iris by June 25th.

003021

Action item Chris: Section 10.2.10.11 provide Cooperative Section to Iris by June 25th.
Chris response: Re-Faxed Section on June 26th.

Action item Chris: Section 11.8.3 provide Security Section to Iris by June 25th.

Action Item Iris: to review missing sections and other areas pertinent to AIN such as: STPs Section 10.0, SCPs databases Section 11.0, etc. and get BSTs written response to Chris by June 28th.

Upon writing this letter, I faxed you the SS7 Network Interconnection Section and resent you the Cooperative Section but was not able to send you the other missing Sections. I should be able to get the missing Sections by July 2nd. Because of this, I would like to change your response time to the missing Sections from June 28th to July 9th. If you have any questions or concern, please call me.

Thank you,

Chris Weekley

cc: Robert Oakes

003000

UNE

Issue: Letter to Pat Cowart outlining Action Items from the 6/18/96 UNE AIN routing call

Date: 7/1/96

Participants	Name	Title
--------------	------	-------

Notes:

Letter to Pat regarding action items from the 6/18/96 conference call.

Submitted by: Chris Weekley

Tel: (404)810-3122

000000



Christopher Weckley
Local Services Negotiator

Room 12W44
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-3122

July 1, 1996

Pat Cowart
BellSouth Telecommunications, Inc.
Floc 38S80
675 W. Peachtree St
Atlanta, Georgia 30375

Faxed to 404-223-6782

Dear Pat,

Following are the action items from the June 18, 1996 AIN routing of 411, 611, 0-conference call:

Action Item Carl: To research and provide the amount of delay that would occur on an AIN routed call to AT&T.

Action Item Pat: To put together a proposal on how BST would implement the AIN alternative, when and which switches it will be available.

Please have your response back to me by July 5, 1996, call me if you have any questions.

Thank you,

A handwritten signature in cursive script that reads "Chris".

cc. Robert Oakes

000000

July 1, 1996

Room 34A35 SBC
675 W. Peachtree Street
Atlanta, Georgia 30375Kathy Taber
AT&T - Products & Services Manager
12N17 - 1200 Peachtree St., N.E.
Atlanta, Georgia 30309

Dear Kathy:

This memo is to provide clarification on the Unbundled items to be discussed on our Pay Phone conference call scheduled for Tuesday, July 2, 1996, at 2:00 PM. For clarification purposes, Unbundled relates to an unbundled loop or an unbundled port. BellSouth has determined that the IPP service will be available on an unbundled basis. However, the following items (as shown in your June 28, 1996, memo) are considered enhancements and not a part of the unbundled service:

- DMOQs for Service Restoration
- Repair DMOQs
- Installation Intervals for DMOQs
- Provide the same Monitoring and Diagnostic Routines on the line as
BellSouth would on its own facilities
- Special Screen Codes Unique to AT&T
- Single Point of Contact for Bills and Orders Dedicated to Public
- AT&T Rate Tables
- Access to AT&T's NAI (Network Access Interrupt)
- AT&T Branded Invoice
- Protect Against Clip-On Fraud
- Protect Against Blue Box Fraud
- PIC Protection DMOQ

As we discussed today, enhancements are not being evaluated for feasibility at this time.

Sincerely,

Pam Lewis

cc: Suzie Lavett

003813



July 1, 1996

Room 34A35 SBC
675 W. Peachtree Street
Atlanta, Georgia 30375

Kathy Taber
AT&T - Products & Services Manager
12N17 - 1200 Peachtree Street, N. E.
Atlanta, Georgia 30309

Dear Kathy:

The purpose of this letter is to respond to your request (memo dated June 28, 1996) for BellSouth's position regarding the terms and conditions under which BellSouth will provide Semi-Public telephone service for resale.

As I have stated previously, the Bell operating company offerings in the public telephone market are currently undergoing change as a result of the Telecommunications Act of 1996. BellSouth is not in a position of providing definitive answers re: the state of public telephone service. The FCC has begun the proceeding required by the Act and many of the outstanding questions may be resolved in the fourth quarter of 1996.

However, BellSouth will provide Semi-Public telephone service for resale purposes. The terms and conditions for such resale shall be as stated in the A7 tariff provided to you previously. As delineated in the tariff, BellSouth will maintain the Semi-Public set (i.e. repair, collect the coins, set instruction card, etc.) and the costs associated with these tasks are a part of the monthly leasing of the line. BellSouth will retain the coins in the box as provided in the tariffed offering. Additionally, BellSouth will remain the preferred interexchange carrier (PIC) for intraLATA toll calling. The location provider will retain the selection of the interLATA toll preferred interexchange carrier (PIC). The resold Semi-Public station will bear the BellSouth name/brand.

I hope this information is helpful to you in our negotiations discussion tomorrow, July 2, 1996.

Sincerely,

Pam Serio

Attachment
cc: Suzie Lavett

003010

June 17, 1996

Kathy Taber
AT&T Products & Services Manager
12N17
1200 Peachtree St., N.E.
Atlanta, Georgia 30309

Dear Kathy:

This is to provide you an update on BellSouth's position for the resale and unbundling of IPP and Semi-Public services.

On June 6, 1996, we provided you with a matrix of the IPP/Semi-Public service features which will be available for resale in Georgia, as well as copies of the other BellSouth state tariffs. Additionally, we advised that the availability of any unique network elements on an unbundled basis for the provision of IPP/Semi-Public service is being investigated by our Unbundled Network Team. As we discussed, I should have an answer by the end of this month. At this time, we have determined that BellSouth's proposed unbundled loop offering is appropriate for use with AT&T's IPP/Semi-Public switching and telephones.

As you may know, a Notice of Proposed Rulemaking (NPRM) on Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996 - CC Docket No. 96-128, is currently pending with the FCC. In light of this pending docket, BellSouth believes it is inappropriate at this time to discuss resale issues specific to the Semi-Public service. Therefore, we will defer any further discussions pending the outcome of the FCC's ruling.

Based on the above information, the agenda for our next conference call (scheduled June 18, 1996) should encompass a review of BellSouth's IPP measurement standards and billing provisions for resale services. A copy of the measurement standards was faxed to you earlier today. Please let me know if there are any other items you would like included. You may contact me on 404-529-6516 if you have any questions.

Sincerely,

cc: Suzie Lavett
Sandy Sanders
Kathy Blake
Dorothy Farmer

003020

July 1, 1996

Room 34A35 SBC
675 W. Peachtree Street
Atlanta, Georgia 30375

Kathy Taber
AT&T - Products & Services Manager
12N17 - 1200 Peachtree Street, N. E.
Atlanta, Georgia 30309

Dear Kathy:

This memo is to provide you with BellSouth's position relative to AT&T's Pay Phone Billing needs.

As we discussed on our June 18, 1996 conference call, and as indicated in your June 28, 1996, memo, there is a "billing requirements" team established to address Res and Bus Billing requirements. This team will also be responsible for addressing all billing issues for IPP and Semi-Public service. Therefore, I will defer all of your requirements to this team. However, in order to facilitate the discussion on our conference call scheduled tomorrow, July 2, 1996, I am providing information on the key requirements.

As per the outline provided by you (copy attached), BellSouth will be able to meet the requirements contained in Number 1, with the exception of "total call count". The subscriber name, address, TBN, and other relative information will be displayed as AT&T. Additionally, local usage detail is a tariffed offering in some states and must be subscribed to by AT&T. The requirements, as stated in Number 2 of your outline, are also available, with the exception of total message count for billable 1+ local messages, 1+ intraLATA messages, 1+ interLATA messages, 1+ international messages, and total charges column by each applicable charge. Additionally, BellSouth will be unable to aggregate the accounts for a total call count.

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Again, I will refer all of your billing requirements to the billing requirements team so that they may be included in the overall AT&T/BST billing negotiations. I am enclosing a copy of the IPP Installation and Repair Procedures for your review. These procedures will provide you with BellSouth's standard intervals for installation and repair of the IPP service.

I look forward to a successful discussion of the issues.

Sincerely,

Pam Lewis

Attachments

cc: Suzie Lavett

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AT&T
Pay Phone Billing Needs

The following draft outlines AT&T's needs for pay phone billing information:

1. The option for one bill per line. This bill should include the following information:

Subscriber name
Subscriber address
TBN (Telephone Billing Number)
All message detail related to billable messages including:

called number
call start
call end
total time of call (min and seconds)
date of call
location called (town, city, local CO)
total charges

Access line charges (include if applicable separate identifiable chargeable elements, e.g., blocking, screening, enclosure, etc.)

Federal Taxes
State Taxes
Local Taxes
Total call count

2. The option for summary billing for all lines in a particular grouping as identified on the AT&T order form.

Subscriber name
Subscriber address
TBNs (Telephone Billing Numbers)
Total message count for all billable messages by call type for all phones

Directory Assistance.....if applicable
1+ local.....if applicable
1+ intraLata.....if applicable
1+ interLata.....if applicable
1+ international.....if applicable
total charges column by each applicable charge

Dates of service (start/end)
Access line charges
Federal Taxes
State Taxes
Local Taxes

3. Billing Delivery - AT&T must be able to distinguish Pay Phone charges from Business and Residence charges. Billing information should be sent via the same Direct Connect process being discussed currently for Bus/Res.

PRIVATE PAYPHONE PROVIDERS HANDBOOK

CHAPTER 6

INSTALLATION AND REPAIR PROCEDURES

Installation Procedures

Overview

BellSouth Telecommunications (BST) installs the access line and terminates it in a network interface (NI). The Private Payphone Provider (PPP) has the option of providing a required entrance bridge and the inside wiring beyond the NI, or BST can install them. BST can install the entrance bridge within the NI at no additional charge. An additional charge will apply for BST to install the entrance bridge which is a separate unit from the NI and/or the inside wiring beyond the NI.

Work will not be performed by BST on the PPP's instrument. The PPP is responsible for all installation work on his set and any enclosure that he may provide. Any enclosure provided by the PPP must meet standard electrical and safety requirements. Depending on the location, the PPP may be required to provide necessary facilities to ensure appropriate aerial service wire clearance.

Changes in Section

continued on next page

- ① Entrance Bridge is now part of SNI
Change only for wiring past SNI
- ② Mast Poles should be properly grounded
- ③ Mast Poles must be min 16' above ground if over drive way, road way etc.
Tech will advise of height needed.
or should

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Installation Procedures, continued

Network Interface Placement

BST will place the Station Protector and Network Interface (NI) pursuant to the provisions of the General Subscribers Tariff A15. A Network Interface may not be mounted (as referenced in the National Electrical Safety Code) on a utility pole. A Network Interface can be placed on a mast pole (with/without) electrical running on it, provided the mast is securely mounted and the placement meets safety requirement. The mast pole must be mounted to allow the NI to be placed out-of-reach of pedestrian traffic (normally 8 feet above ground level).

In order to help prevent missed appointments, the following should be done prior to the due date for service.

- Mast pole must be in place (when appropriate)
- Location Provider informed of work to be done
- Access arrangements made (when appropriate)

BST will provide facilities to the minimum point of penetration which, in the judgment of BST, is suitable for the location of a network interface. Usually the most economical route from existing network distribution facilities will determine the approach used in establishing the point-of-demarcation. In the case of free standing enclosures (or other support equipment) in the common area of a shopping mall, the network interface, in most cases, will be in the telephone equipment room of the mall.

In addition to the provisioning stated above, BST will consider the potential for unauthorized tampering (fraud) in determining the location of and type protection to be furnished for the network interface. This consideration may prompt BST to place the network interface at a height which is out-of-reach from pedestrian traffic, inside a secure housing, or inside a building in which the enclosure (or other support equipment) is located.

The Minimum Point of Penetration is defined as that point on the customer's premises where Network Facilities normally terminate and could include protected cable terminals or station protectors served by drop wire or service wire.

Post-It® Fax Note		7671	
To	SAATHY TARRA	From	Papa Smiles
Co: Dept		Date	
Phone #		Phone #	
Fax #		Fax #	
		# of pages 4	

Network Interface Requirements

Customer-owned pay telephones may only be connected via the network interface. As with any type of BST facility, the interface may not be installed, re-arranged, disconnected or moved by anyone other than BST.

Optional Services

The PPP is responsible for all installation beyond the network interface, including the required entrance bridge. BST will, upon request, install the entrance bridge within the NI at no additional charge, or install the entrance bridge which is separate from the NI for an additional charge. Also, BST will, upon request, install any inside wiring and jacks, for an additional charge. The PPP has the option of doing this work himself or obtaining these services from a company other than BST. Charges for optional services are explained in each state's section in this handbook.

The service order should be transmitted from the ALEC to the incumbent LNP via an electronic interface in a standard data format (that includes all data necessary for directory listings adds, changes, and deletes; E911; etc.). Although the service order process does not need to be real-time, confirmation of receipt of the service order should be sent to the ALEC within seconds of the original transmission, and the order should be complete within 1 day (if no premises installation is required) and within 4 days (if a premises installation is required).

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The Rochester Experience:

AT&T participated in the multi-party negotiations that produced the New York Public Service Commission approved Open Market Plan for Rochester, NY. In the end, the pricing and operational processes embodied in the Rochester Plan failed to meet the minimum requirements necessary to test meaningful competition for local service. Nevertheless, AT&T entered the Rochester market, providing end-to-end service to our customers beginning in January 1995.

However, even though Rochester Telephone Company (RTC) agreed to allow competitors to resell its network facilities, it would not link its customer service computer systems with AT&T's systems--even though such linkages are commonplace. Instead, RTC said AT&T would have to transmit installation orders via fax--and initially RTC made only one fax machine available for this purpose. RTC would not allow AT&T access to telephone-number assignment or installation scheduling systems. This was at a time when hundreds of Rochester consumers were daily trying to switch their local telephone service to AT&T. The process was slow, costly and cumbersome.

As a result, instead of being able to handle customer installation requests in the course of a telephone call, AT&T had to tell prospective customers it would take at least several days to fill their order--and require several callbacks.

The bad experience in Rochester will likely be repeated throughout the nation unless the FCC establishes specific uniform national regulations that foster the local competition Congress envisioned with the Telecom Act of 1996.

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In particular, The Rochester experience shows that regulators must require that the customer-service interfaces the local monopolies provide to their competitors be at parity with those the monopolies use themselves. As experience has shown, the ILEC's will deal fairly with their new competitors only to the extent that the law and regulations specifically require it.

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Operational Interfaces

What We Need For Local Service
Resale And Unbundled Network
Elements

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Electronic Operational Interfaces

Electronic interfaces must be provided, at a minimum, for four broad categories of transactions:

- Ordering
- Provisioning
- Maintenance/Repair
- Billing

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Interface Transactions

- Ordering - The process by which an ALEC obtains the information it needs to place an order for an end-user with the ILEC (e.g., the telephone number the end-user will be assigned).

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Interface Transactions

- **Provisioning** - The process by which an order is placed and filled, including, for example, the sending of a service order, the provisioning and installation of that order within the ILEC network and at the customer's premises (if necessary), directory listing, customer information for 911, confirmation of completion by the ILEC, and transmission of any jeopardy or reject notices.

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Interface Transactions

- **Maintenance/Repair** - all communications relating to planned and unplanned disruptions of service, including notification by the ILEC of events that are affecting or will affect the network, reports of difficulties by subscribers, and the dispatch of repair services.

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Interface Transactions

- Billing - the ILEC's transmission of the customer's usage data to the ALEC.

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Gateway Interfaces

- Interfaces need not involve direct access between ALEC and ILEC systems. Both the ILEC and ALEC can establish “gateway” interfaces for the exchange of the necessary information.

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Electronic Interfaces to
Operational
Support
Systems
Architecture

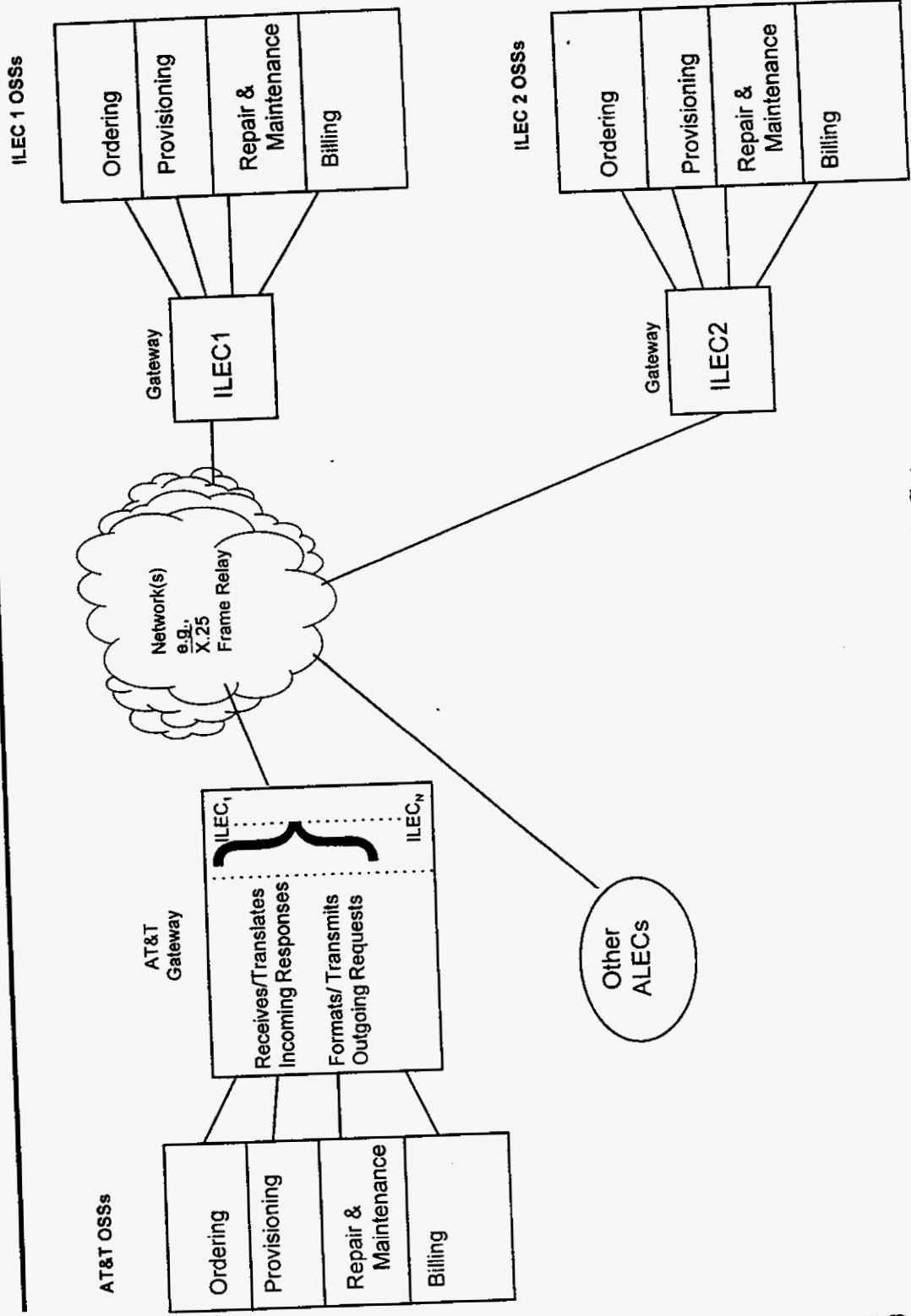


Figure 1. Electronic Interfaces Via Gateway

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**Electronic Interfaces to
Operational
Support
Systems
Architecture**

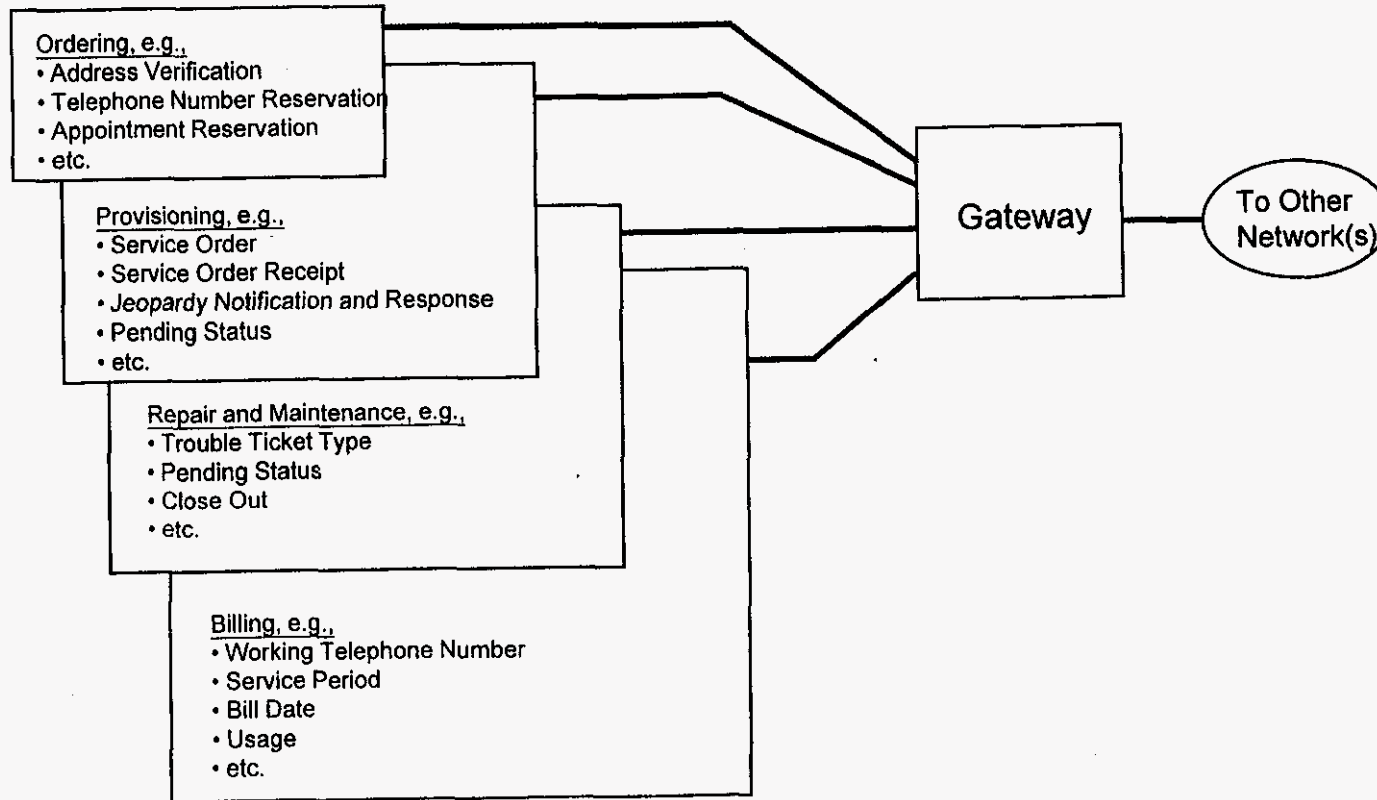


Figure 2. Sample Transactions Sets

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AT&T's Position On Determining
National Standards For IIEC
Operational Interfaces

The following represents AT&T's comments in CC Docket No. 96-98 general rules governing the determination of National Standards to Assure Prompt and Nondiscriminatory Performance of Ordering, Provisioning, Maintenance, and Billing Functions.

The NPRM asks whether the Commission (FCC) should issue rules requiring Incumbent LECs (ILECs) to (a) comply with "minimum national requirements for electronic ordering interfaces" and (b) provide network elements to Alternative LECs (ALECs) "using the appropriate installation, service, and maintenance intervals that apply to LEC customers and services." The short answer is that such rules are absolutely critical, because it is virtually certain that local competition -- if it evolves at all -- will at least initially depend almost exclusively on potential competitors' access to ILEC facilities under either Section 251(c)(3) or Section 251(c)(4). The ILECs' monopoly control over the operational support systems that perform the essential ordering, provisioning, maintenance, and billing for their network facilities can be as formidable an obstacle to entry as their control over the local networks themselves.¹ Indeed, if ILECs make it harder for customers to order and receive service from ALECs than from themselves, ALECs cannot be viable competitors.

AT&T's attempt to become a competitive local service provider in Rochester, New York underscores this reality. The ordering process with Rochester Telephone Corp. ("RTC") initially required manual processing

¹ Although there will necessarily be differences in the information that must be submitted and processed under Sections 251(c)(3) and (c)(4), the ordering, provisioning, maintenance and billing processes should be comparable, and neither should be so onerous or expensive as to deter ALECs from either form of competition.

of ALEC service orders. Thus, AT&T had to complete and fax to RTC a multi-page form for every individual customer that wanted to switch to AT&T, and RTC insisted that customers could not be changed until it faxed multiple documents to AT&T. AT&T was signing up between one and two hundred new customers daily, and therefore had to fax up to 1400 pages to RTC each day, which caused numerous errors and delays in implementing customer orders. And while these problems were intolerable even on that limited scale, the competitive impediments of manual processing would be significantly magnified if it were required in larger or more heavily populated areas where the volume of customer activity will be far greater.²

Section 251(c)(2) requires that access to network elements be provided under terms and conditions that are just, reasonable and nondiscriminatory. The nondiscrimination standard is straightforward: ILECs must be required to perform ordering, provisioning, maintenance and billing services for ALECs at the same level of quality, and within the same intervals, as they do for their own end-user customers -- so as to ensure that customers do not "perceive any differences in the quality of service provided by one carrier as compared to another". Accordingly, the Commission "can and should prohibit an incumbent LEC from providing requesting carriers with access inferior to that which it provides itself".³ ILECs must also provide nondiscriminatory service from a

² In 1995 alone, residential customers changed interexchange carriers approximately 30 million times. Even a tiny fraction of that volume in the local exchange market would overwhelm a system that relies upon manual interfaces between ALECs and ILECs.

³ Such a requirement is a necessary predicate to fair competition, is mandated by the nondiscrimination requirement of Sections 251(c)(3) and 251(c)(4), and is supported by the Commission's precedents. See Report and Order, Policy and Rules Concerning the Furnishing of Customer Premises Equipment, Enhanced Services and Cellular Communications Services by the TAB3COM#.DOC

carrier perspective as well, and thus should not be permitted to impose costs on ALECs that interface with their systems that are greater than the costs the ILECs themselves incur in interfacing with those systems. to meet certain minimum performance standards. In particular, ILECs should "make it as easy to switch local service providers as it is for customers to switch. In addition to providing equal treatment, ILECs should be required interexchange providers". This rule would support the procompetitive purposes of the 1996 Act, because ILECs will have an enormous unwarranted advantage in retaining their monopoly customer base if switching local carriers is a lengthy or laborious process for customers -- even if there is putative "equal treatment" because the ILEC makes it as difficult to switch from an ALEC to the ILEC as from the ILEC to an ALEC.

Four conclusions follow from these standards. First, the ILEC must be required, upon request, to provide the ALEC with electronic system-to-system interfaces to its operational support systems. Virtually every ILEC currently uses automated interfaces to internal systems to support

Bell Operating Companies, 95 F.C.C.2d 1117, 1135-36 (1983) (adopting safeguards to prevent BOCs from providing superior access, installation, and maintenance services to themselves than to competitive providers of CPE, enhanced services, and cellular services); Report and Order, Amendment of Sections 64.702 of the Commission's Rules and Regulations (Third Computer Inquiry), 104 F.C.C.2d 958, 1026-27 (1986) (requiring BOCs to provide competing enhanced service providers with comparably efficient interconnection "to control potential discrimination" by BOCs in favor of their own offerings); id. at 1041 (time periods for installation, maintenance, and repair must be the same for competing carriers as for BOCs' own offerings). It is also recognized by the Tennessee rules, which require ILECs to "provide nondiscriminatory automated operational support mechanisms, including modified CABS billing systems, to facilitate purchase of all elements of the wholesale local network platform." Tenn. Administrative Rules, Chapter 1220-4-8.

and coordinate its ordering, provisioning, maintenance, and billing for network elements in serving its own subscribers.⁴

Second, such electronic interfaces must be provided, at a minimum, for four broad categories of transactions:

Ordering -- the process by which an ALEC obtains the information it needs to place an order for an end-user with the ILEC (e.g., the telephone number the end-user will be assigned).

Provisioning -- the process by which an order is placed and filled, including, for example, the sending of a service order, the provisioning and installation of that order within the ILEC network and at the customer's premises (if necessary), directory listing, customer information for 911, confirmation of completion by the ILEC, and transmission of any jeopardy or reject notices.

Maintenance/Repair -- all communications relating to planned and unplanned disruptions in service, including notification by the ILEC of events that are affecting or will affect the network, reports of difficulties by subscribers, and the dispatch of repair services.

Billing -- the ILEC's transmission of the customer's usage data to the ALEC.⁵

⁴ Such interfaces need not involve direct access between ALECs and the ILEC systems. Both the ILEC and ALEC can establish separate "gateway" interfaces for the exchange of the necessary information. The ALEC gateway would connect to the ILEC gateway, and the ILEC gateway (but not the ALEC gateway) would connect directly to the ILEC's systems. Such a system would be more suitable for the development of a single set of national standards than direct access. Moreover, gateways would eliminate any claim that electronic interfaces could either cause harm to the ILEC network or risk disclosure of proprietary ILEC or customer information to the ALEC. (A graphic depiction of the operation of such gateways can be found in Tabs 2 and 7 of this book).

Third, many of these information exchanges must take place in "real time," so that new entrants can offer consumers convenient and effective service. For example, customers ordering new telephone service typically can obtain the telephone number they will be assigned during the initial transaction in which they place the order with the ILEC representative. Similarly, ILEC customers generally can have a repair appointment scheduled in the same conversation in which they report a service problem. For these types of customer interactions, ALECs must have the same ability to interface with the ILEC systems in "real time," so that consumers can get the information they need promptly.

Fourth, national standards for interface to these systems must be developed. Such standards should address not simply the protocols and other issues relating to the transmission medium itself, but also the specific "transaction sets" that will be covered (e.g., the reporting of a service disruption) and the specific data elements that will be exchanged

⁵ The exchange of all such information would, of course, be subject to the statutory prohibition against the use by any carrier for its own marketing purposes of another carrier's proprietary data or of CPNI. In addition, the transmission of customer's usage data to the ALEC may not be adequate as such usage does not represent all of the calling completed for the customer. Calls billed to a third party number, or calling card and collect calls, represent calls recorded by one local provider but billed by another, and are not included in the usage feed provided to the ALEC. Today the BOCs, jointly through Bellcore, operate the Centralized Message Distribution System (CMDS) network. This network provides for the nationwide exchange and settlement of messages billed by local providers other than the local provider recording the calls. In a competitive local environment all local providers, the ILECs as well as the ALECs, would need nondiscriminatory access to this network, whether it would continue to be provided by the BOCs or, potentially, by an independent party. In addition, all carriers would need to participate in the exchange and settlement process in connection with these calls. Accordingly, the Commission should make clear that it will expect ILECs, as part of their nondiscrimination obligations, to continue to participate in such cooperative industry practices.

by the carriers for each such transaction.⁶ The standards should also set required intervals and other quality measures to ensure appropriate performance by the ILECs.

The development of such standards is principally the responsibility of the industry's standard setting bodies -- in this case, the Ordering and Billing Forum ("OBF") and other committees associated with the Alliance for Telecommunications Industry Solutions, which have already begun work on some of these issues. However, Section 256(b)(1) of the 1996 Act establishes an "oversight" responsibility for the Commission in the development of industry standards. That function is particularly important here, because of the critical role that access to ILEC facilities will play in fostering local competition. By assigning that work to the OBF, setting a date for completion, participating in the OBF deliberations, and making clear that national standards are necessary to implement Sections 251(c)(3) and 251(c)(4), the Commission could spur the development of essential standards that ILECs might otherwise seek to stall. The Commission could then set an implementation date for that standard, and the states would oversee the ILECs' compliance.

⁶ A "transaction set" refers to a particular type of information exchange between carriers. For example, an Address Verification Query is a transaction set that may be used by an ALEC to confirm a customer's address in the ILEC database. Each transaction set has its own "data objects" (such as, in this example, the customer's address) and the "data elements" that make up those data objects (e.g., the customer's zip code). Unless there is a single national standard specifying which transaction types must be made available and which data objects and data elements will be associated with each transaction type, ALECs will have to develop different systems to interface with the ILECs in each area in which they seek to compete, increasing the costs of, and inhibiting, multi-location entry.

Even before such standards are developed, each ILEC should be required to file quarterly reports that separately identify the time intervals for its performance of the ordering, provisioning, and maintenance functions for ALECs and for its own end-user customers, and summarizing any complaints it has received regarding that performance. Such reports will enable the Commission and interested parties to assess and compare the ILECs' execution of their responsibilities in these areas and will provide a basis for corrective action in the event of substandard or discriminatory performance.⁷

⁷ The Commission has previously required such reports in similar circumstances (see, e.g., Third Computer Inquiry, 104 F.C.C.2d at 1055-56).

What The ILECs Said In The NPRM Comments

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What The RBOCs And GTE Said In CC 96-98 Replies:

Ameritech:

Ameritech states that "MCI and others argue that virtually every database of the incumbent LEC must be unbundled and competing carriers should be provided access through 'electronic bonding'." Ameritech contends that the comments of these parties "do not demonstrate that direct access to these databases is technically feasible or that access to these databases is needed to route, terminate, bill, or provide services as required by the 1996 Act." Ameritech states in a footnote that, as they have explained in their Comments, "LIDB and the 800 database are the only databases that competitive telecommunications carriers need to access directly on an unbundled basis in order to route or terminate traffic, or otherwise to provide service." Ameritech elaborates on its position by saying that "database services are readily available from other sources..." and that "Mandatory access to these databases is not authorized by the 1996 Act, raises serious questions regarding access to proprietary information, and is not necessary to promote local competition."(pg. 16-18)

Ameritech refers to AT&T's Comments, pp. 23-24 (and to MCI's Comments at 35-58) in stating that "A few parties seek unbundled access to databases and signaling through the SCP." Ameritech states that while access via the SCP may be "technically feasible in some instances", it is not available today. Ameritech further states that "there is nothing in the record upon which to base a finding of technical feasibility. Like subloop unbundling, there is a myriad of technical, operational, administrative, and cost issues that can only be addressed in the context of specific requests. SCP access thus cannot be mandated universally." On the other hand, Ameritech

says that "access through the STP is both technically feasible and being provided today." In footnote 34, Ameritech refers to page 58 of the Pacific Telesis Group Comments which contend that "capabilities present at the STP and absent at SCP could risk network failure." (pg. 20)

Bell Atlantic:

LECs already provide access to databases needed for call routing and completion--Line Information Databases and 800 databases. "Nevertheless, MCI claims that LECs should be required to provide access to a variety of operational support systems, internal administrative systems, such as repair-dispatch systems and mechanized inventory listings, and systems containing customer proprietary network information." "...as the Commission correctly recognized, the Act requires unbundled access to databases only where 'necessary for calls routing and completion.' The systems cited by MCI...do not meet this criteria.

AT&T claims "that it not only should be allowed to obtain direct access to LEC databases and other systems, but should also be allowed to freely populate them with its own information or to change the information already there (AT&T Comments, pp.24-26). Bell Atlantic states that the statute does not authorize AT&T to appropriate the LECs' systems in this way. "...Granting every provider free rein to change the information in all these systems...would allow competitors to alter records at will, making the slamming problems of the past seem like minor annoyances..." (Footnote 16 provides example that granting unrestricted access would enable competitors to change a customer's PIC, a customer's bill, or...customer's service without consent.)

Bell Atlantic continues by saying that its “systems were designed to operate in a single-provider environment...not readily adaptable for multiple users.” Bell Atlantic “favors the development of cooperative engineering, maintenance and provisioning practices with co-carriers...Bell Atlantic already exchanges ordering and repair information electronically with some of the larger interexchange carriers...”, however they believe “it is clear that... such access is not required by Section 251 or Section 271 of the Act.” (pg. 13-14)

BellSouth:

BellSouth does not concede that operational support systems are network elements under the Act. AT&T appears to glide over this discrepancy in its plea by first asserting that development of local competition is more likely to depend on access to such systems under either ...unbundling ...or resale and then presenting its case only in the context of resale. (pg.24)

AT&T asserts that the Commission must require extensive national standards for interfaces to a host of ILEC operations support systems. Interestingly, it is detailed developmental and technical requirements such as those proposed by AT&T that can render the very capability technically infeasible in the near term. (pg.25)

In addition, by handling reseller's customer change orders through the ILEC's existing service ordering systems in the same manner as the ILEC's own customers, directory assistance, directory listing, and LIDB databases will automatically be populated in the same intervals. No separate direct access to these systems is necessary. The principal systems activity associated with customers who elect to change local carriers will be to change the billing arrangements for that account. (pg.25)

The customer does not care whether the service order change was communicated by real-time electronic connection, by fax, by e-mail, by voice call, or by smoke signals. (pg.26)

In addition, facilities based carriers will generally be able to take advantage of the same ordering, processing, provisioning, repair, maintenance, and billing procedures--including electronic interfaces--that are provided to interconnection customers. (pg.26)

It is interesting to note that AT&T is encouraging referral of the development of a gateway-based electronic interface standard to the OBF since, to date, AT&T has been pressing for development of AT&T-specific direct interface capability, which may not have been a satisfactory solution for a majority of other resellers. Bell South believes that the better approach is to work through industry bodies such as OBF so that AT&T is not able unfairly to leverage its size into an advantage over other resellers or improperly to extend its effective dominance in the long distance market for combined local and long distance service. (pg. 27)

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GTE:

“The record does not support adoption of uniform national rules regarding such matters as installation, maintenance, and repair intervals for interconnection.” (pg.11) GTE refers to the comments of CPUC which noted that “since interconnection agreements have been approved in several states,” it is unclear why the FCC needs to develop a single standard.” CPUC comments that Section 251(c)(2) only obligates ILECs to provide installation, maintenance and repair to themselves. GTE states in Footnote 22 that the statute does not “compel ILECs to offer an electronic interface to their operational support systems, as demanded by AT&T (pg.36-39) and MCI (pg.22-23).

“...GTE is willing to provide, and in fact does provide, electronic ‘bonding’ to some OSSs today, even though it is not required to do so.(pg.12)

GTE cites MCI’s Comments (p.32) which “demands” that all ILEC data bases and signaling capabilities be unbundled; MCI includes a list of 24 databases to which it “must have nondiscriminatory access via electronic bonding.” GTE states that MCI’s request is “overreaching” as only databases supporting call processing applications(transmission, routing, etc.) can be considered network elements and thus potentially subject to unbundling. (pg.21)

GTE refers to the Comments of AT&T (pg.36-38), MCI (pg.18, 34) and TCG (pg.38-39) which are all asking “the FCC to require unbundled electronic access to ILEC systems for order processing, provisioning and installation, trouble resolution, maintenance, customer care, service quality monitoring, recording and billing.” GTE again states that OSSs need not be unbundled because they

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do not fall within the definition of a network element. However, GTE continues by stating, "Nevertheless, GTE provides third parties with electronic access to some OSSs through a gateway today, where standards exist, and it is willing to do the same for any CLEC on non-discriminatory and compensatory terms. GTE is also willing to provide access to additional OSSs on either a tariffed or contractual basis, once standard interfaces have been developed and any security concerns have been adequately addressed through gateways or other equally effective means." GTE provides an example in Footnote 38. GTE also states here that it provides electronic bonding for Trouble Administration to AT&T and MCI...and has discussed various electronic methods for placing orders for resold local exchange services with AT&T, but has yet to reach an agreement. In Footnote 39, GTE adds that "AT&T properly acknowledges that the electronic interfaces should involve gateways rather than direct access by a CLEC into an ILEC's system, and that national standards should be developed by industry standards bodies." (AT&T pg37-38). (GTE pg.23-24)

GTE criticizes a "Minimum Requirements" table produced by MCI (pg 22-23), and also refers to the Comments of LDDS and TCG, stating that national rules on these matters are "not authorized by the statute, and are not necessary or appropriate." "...the 1996 Act is intended to be 'deregulatory.'" "Surely, Congress did not intend that FCC rules would govern such minutiae as the format and frequency of billing data, the availability of seven-day-per-week, 24-hour-per-day support, and the provision of reports...regarding average length of outages..." These matters can and should be handled in negotiations. GTE states it already provides some of these requirements. (pg.24)

NYNEX:

OSSs are not network elements and unbundled access to OSSs is not required by the Act. Any access to OSSs must be addressed on a case by case basis through negotiations and through "national standards". Clearly such work is already in progress in a number of areas related to electronic bonding. (pg 33-34)

Although NYNEX believes that the use of electronic interfaces can be helpful in enabling LECs to achieve cost avoidance in the resale context, and is in the process of developing and implementing such interfaces, we believe that interface requirements should be determined, to the greatest extent possible, through negotiation between the interested parties. There is simply no basis for mandating uniform nationwide standards at this time. Moreover, some operational standards may implicate important state policies relating, e.g., to the privacy of customer records. (pg 38-39)

Pacific Telesis Group:

OSSs are not network elements for purposes of the Act because they are not used in the provision of telecommunications services. Rather, OSSs stand separate from the telecommunications network. Over time, as the volume of local competition increases, it likely will make business sense --both for ILECs and CLECs for automated interfaces to be developed. This is not however, an Act requirement. The commission should leave this subject to the negotiation process. (pg.22)

SBC Communications Inc.:

If new ILEC hardware, software, or operating systems must be specifically developed in response to an LSP request, and then must be deployed before a new point of interconnection or new unbundled element can be made available, then such interconnection/unbundling is not currently "technically feasible". (pg.20)

U.S. West:

U.S. West states that MCI's Comments, p. 13, are illogical in stating that "operations support systems (including back office processes and other business processes) needed for an unbundled, competitive environment need not be in place for a finding of technical feasibility..." U.S. West questions in footnote 66 how sub-loop unbundling can be technically feasible in today's environment if operation support systems are necessary, but do not currently exist. (pg. 22-23)

U.S. West states that under AT&T's proposal and U.S. West's current systems, sub-loop components would have to be provisioned manually. U.S. West elaborates in footnote 76 that "AT&T's proposal that it be permitted to commandeer U.S. West's data bases is clearly not reasonable." Since currently, 80-85% of U.S. West's POTS orders are provisioned electronically, U.S. West claims "It would be impossible for incumbent LECs to maintain current service levels for new service requests, let alone trouble reports on existing service." It would be difficult to "establish and maintain current end-to-end performance levels."(pg. 25)

U.S. West states that "The Act defines network elements as including data bases used in routing traffic and billing for services." U.S. West goes on to say that AT&T and MCI are misinterpreting this to mean that they have been granted "a right to

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access any proprietary system operated by a LEC...by effectively hanging a terminal off of the LEC data base. Heralding 'parity of information,' AT&T demands the right to access all LEC support systems on the same basis as the LEC accesses its own systems." [U.S. West cites AT&T's Comments, pg. 33-39]. U.S. West continues by stating that "AT&T's position is unsupportable. Not only is this type of electronic bonding that AT&T describes generally infeasible with LEC systems, to the extent it can be done at all, it would be prohibitively expensive."

U.S. West also cites the reason that "granting AT&T's demand would compromise LEC property interests in LEC data bases and systems, risk the security of those systems (as well as the proprietary information of both the LECs and their customers), and would constitute a direct governmental seizure of the LEC systems and data bases themselves." (pg. 27)

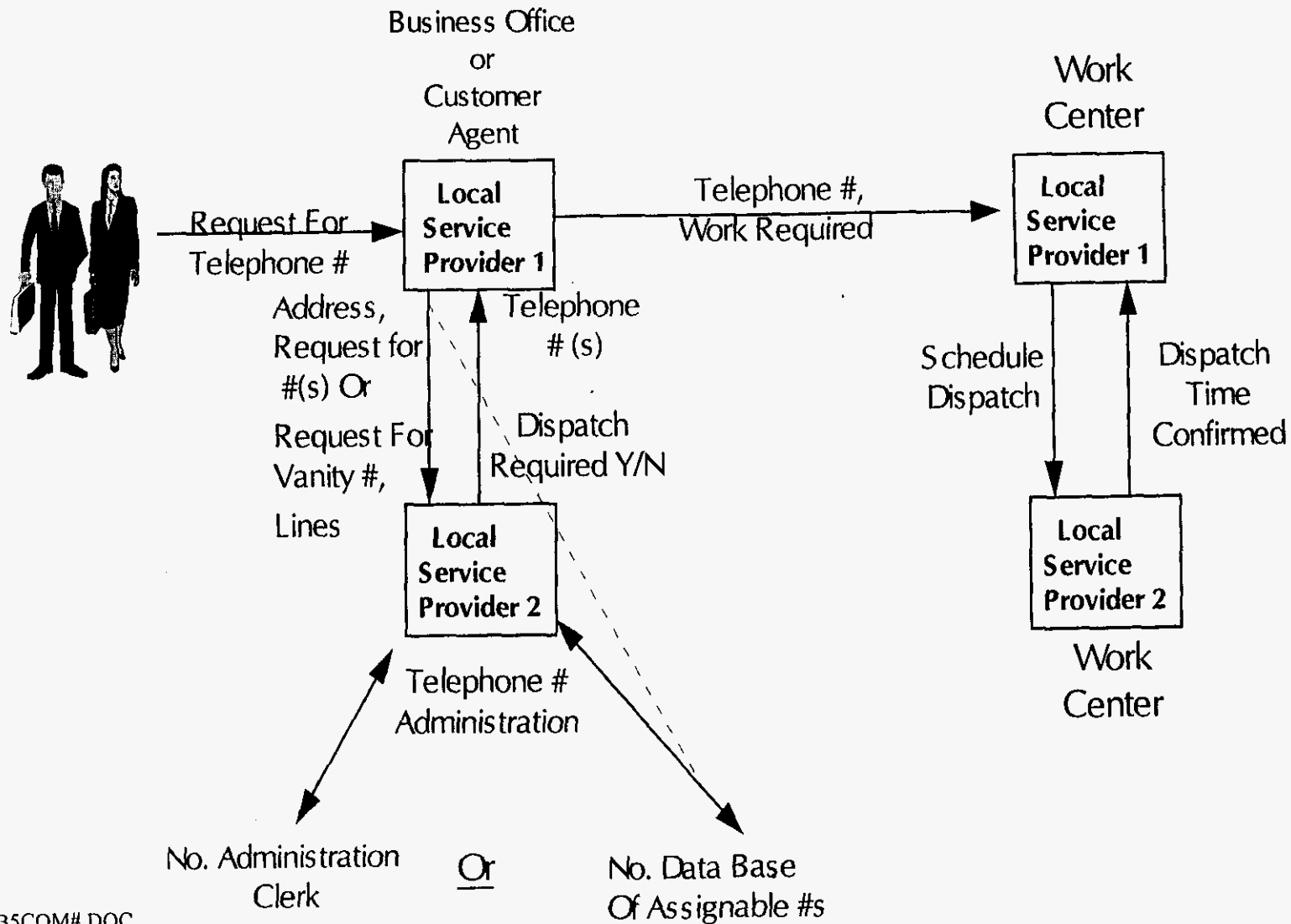
Operational Interface Processes

003887

Local Service In A Multi-Provider Environment

Operational Interfaces

Ordering - Telephone Number Assignment and Dispatch For Services Resale

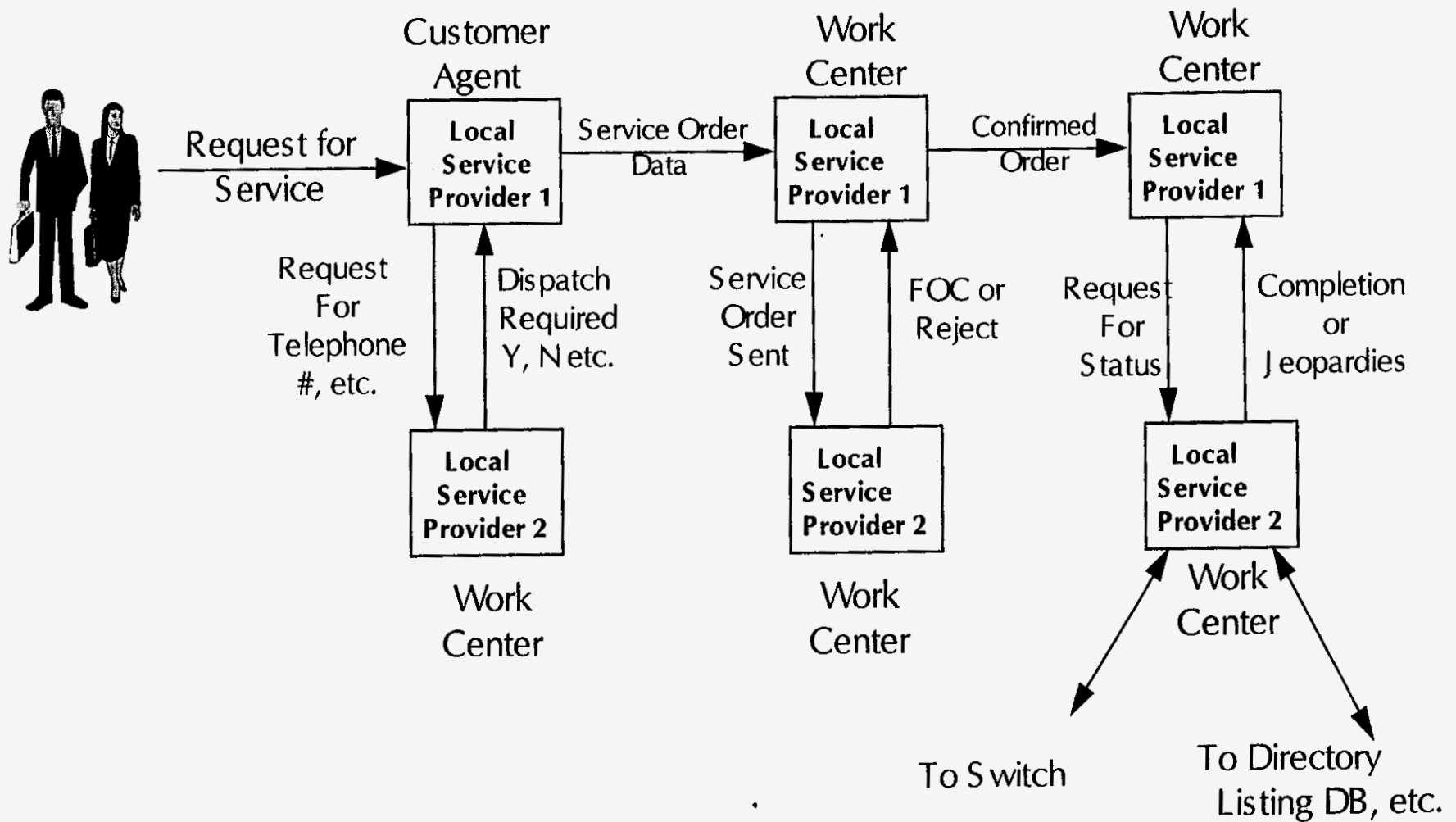


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Local Service In A Multi-Provider Environment

Operational Interfaces

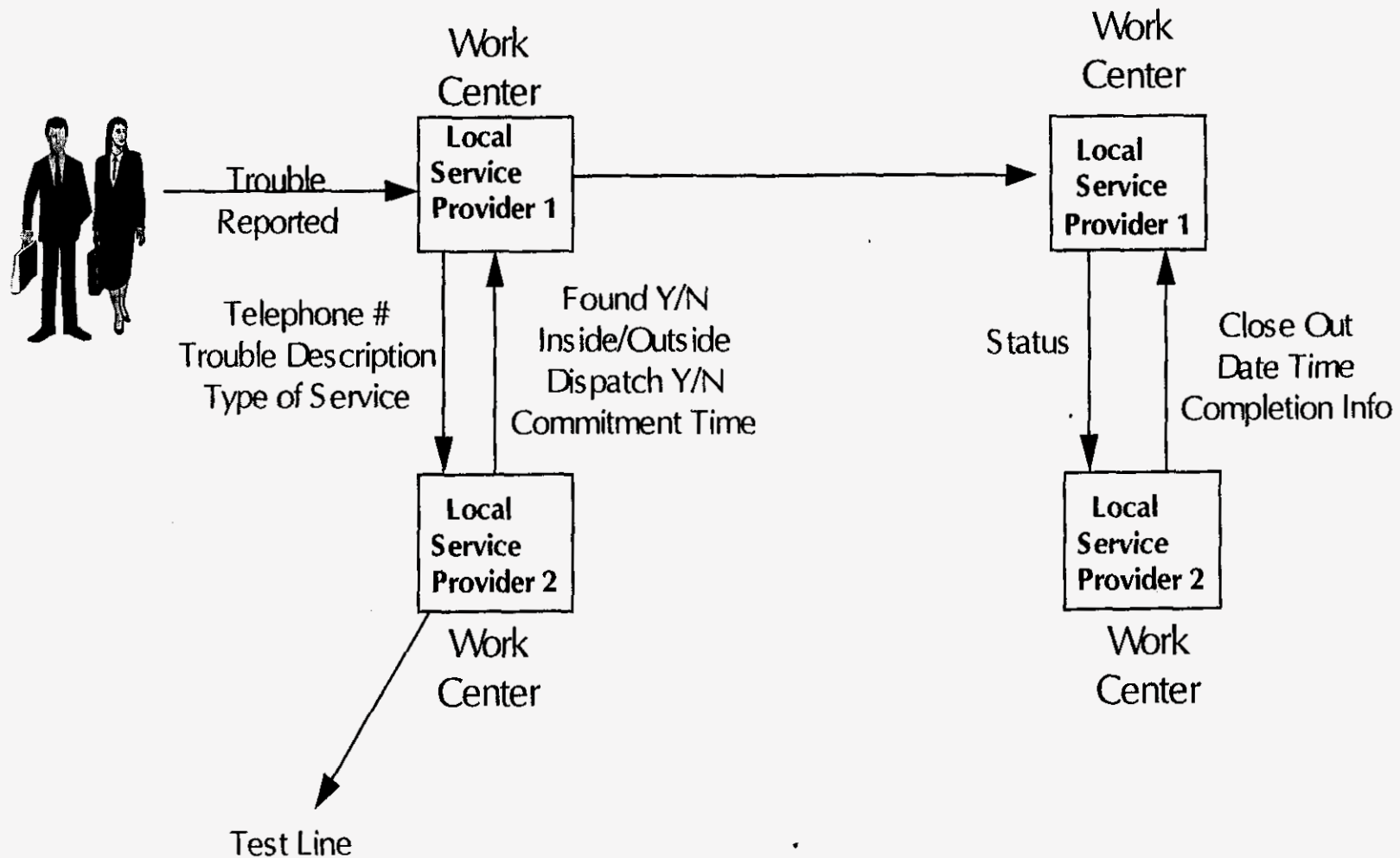
Provisioning



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Local Service In A Multi-Provider Environment Operational Interfaces

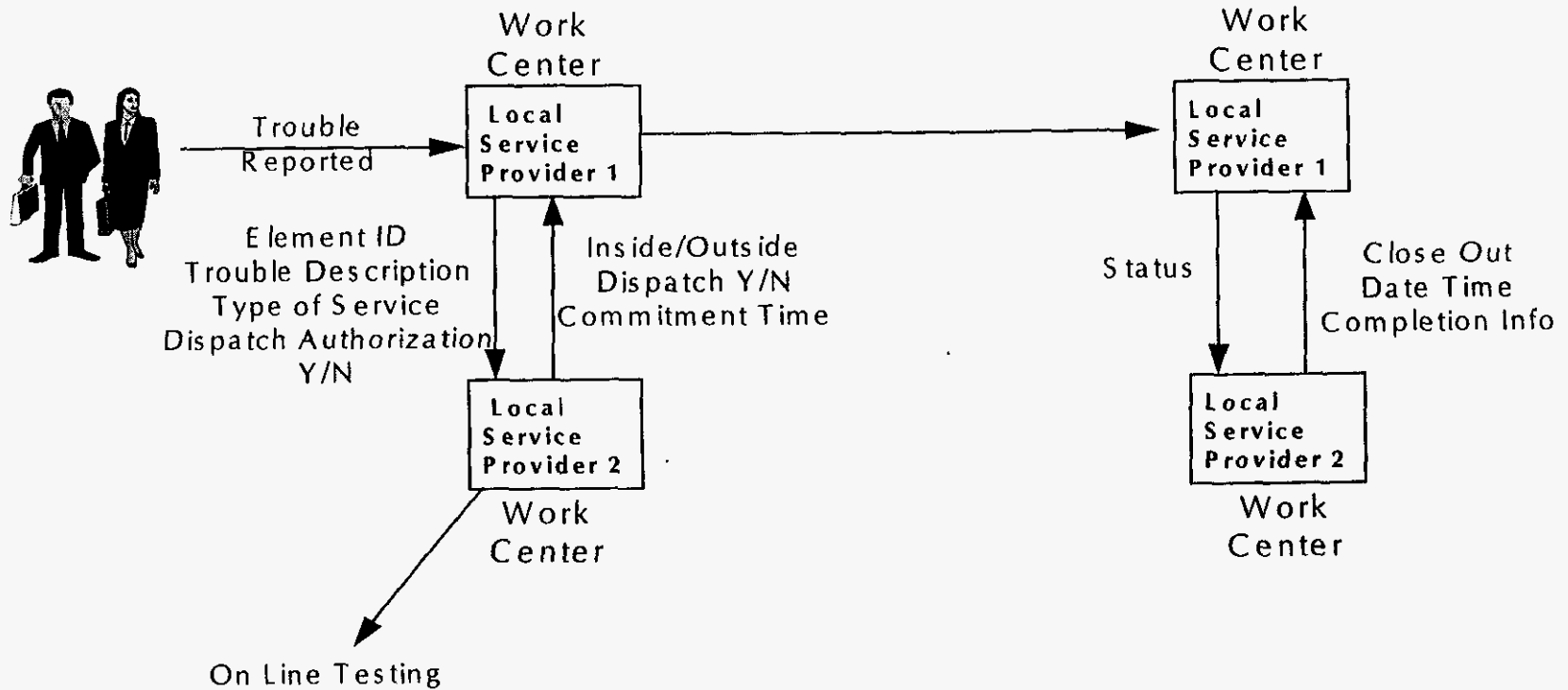
Maintenance & Repair - Services Resale



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Local Service In A Multi-Provider Environment Operational Interfaces

Maintenance & Repair - Unbundled Elements



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What We Have Achieved

Connecticut:

Operational Interface Readiness

Negotiations continue between AT&T and SNET as the companies work toward automating operational interfaces required by AT&T to ensure that its service ordering, repair, and maintenance operations are at parity with those available to SNET's retail operation. Both companies continue in their efforts to develop an Electronic Data Interchange (EDI) mechanized interface that adheres to Ordering and Billing Forum (OBF) industry standards.

Two important steps were taken only recently as AT&T and SNET reached agreement on the electronic transmittal of service orders and the provisioning of billing information via magnetic tape. Testing of the electronic service order process is underway.

Illinois Order:

Illinois Commerce Commission

Order Dated: June 26, 1996 Case: 95-0458

Commission Conclusion

The importance of equal operational interfaces is essential to the development of resale competition. In order to ensure that the needs of new entrants are satisfied, the Commission will order that all incumbent LECs are required to provide to resellers, as an integral part of their resale service offering, all operational interfaces at parity with those provided their own retail customers, whether directly or through an affiliate. That is the overriding standard to which incumbent LECs will be held in the provision of wholesale services.

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The Commission requires that resellers must have the opportunity to provide every aspect of their retail customer contacts at parity with those provided to retail customers by the LECs, either directly or through a subsidiary. For example, burdensome requirements such as the LEC's acceptance of only a written letter of authorization before a customer could select a new service provider, or a requirement that resellers submit to a cumbersome "new installation" type of order process for simple transfers of existing service to a new provider which could easily be handled through a "record order" process would be unacceptable

Further, Ameritech and Centel will be required to file, with their implementing tariffs, a report demonstrating their compliance with this standard. To the extent the LECs contend they are unable fully and immediately to implement operational parity, they should be required to submit a plan, including specific timetables, for achieving compliance.

Requirements

h. Ameritech Illinois and Central Telephone Company of Illinois are required to provide to resellers, as an integral part of their resale service offerings, all operational interfaces, at parity with those provided their own retail customers, whether directly or through an affiliate;

i. In the event that Ameritech Illinois and Central Telephone Company of Illinois are unable to fully and immediately comply with the parity requirement for operational interfaces, they are required to submit a written plan, within thirty (30) days of this Order, including specific plans and a timetable for achieving full compliance. Following that filing the Commission

will consider a schedule of incentive discounts to encourage prompt and complete compliance;

Georgia Order:

Georgia Public Service Commission

Docket No. 6352-U

Decided: May 29, 1996

Commission Conclusion:

The Commission finds that AT&T's request is timely and appropriate in that it is imperative that a reseller have access to the same service ordering provisions, service trouble reporting and informational databases for their customers as does BellSouth. The Commission finds that BellSouth shall establish the requested operational interfaces by July 15, 1996. AT&T's request for an additional 10% discount is denied. The Commission finds that access to these interfaces shall be made available to any requesting party at the same terms and conditions.

"ORDERED FURTHER, that BellSouth shall establish electronic operational interfaces for pre-service ordering, service ordering and provisioning, directory listing and line information databases, service trouble reporting and daily usage data by July 15, 1996. AT&T's request for an additional 10% discount is denied. Access to these interfaces shall also be made available to any requesting party at the same terms and conditions.

These interfaces shall provide access to resellers for their customers which is equivalent to that of the incumbent LEC. BellSouth and AT&T shall submit a joint report to the

Commission within 30 days after this Order is issued which will update the activities and implementation time frames necessary to deploy these interfaces."

Subsequent Georgia PSC Meeting: July 2, 1996

The Commission considered AT&T's and BellSouth's proposals on electronic interfaces. Most of the dates proposed were accepted, with BellSouth being given a date of August 15, 1996 to provide the technical specifications for real-time access to the interfaces. Motions for reconsideration of the resale order are expected to be addressed by the PSC on Tuesday July 16, 1996.

New York:

Public Service Commission
Session on January 17, 1996
Case 95-C-0657

Written Order Issued: February 1, 1996

Commission Conclusion:

It is our expectation that full scale introduction of all delivery systems for wholesale services, including links will be in place by October 1, 1996.

Subsequent Order Issued: June 25, 1996

The Commission addressed Operational Systems to Deliver Resale and Links. (No new conclusions).

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Questions and Answers

Q. PLEASE DESCRIBE THE OPERATIONAL INTERFACES WHICH MUST BE ESTABLISHED BETWEEN THE INCUMBENT LEC AND THE RESELLER TO AFFORD THE RESELLER THE ABILITY TO PROVIDE SERVICE EQUAL IN QUALITY AND CONVENIENCE TO THAT OF THE INCUMBENT LEC?

A. Operational interfaces refer to the communications processes established between the personnel and systems of the reseller and the personnel and systems of the incumbent LEC required to provide end user service in a resale environment. For the reseller to be competitive, these interfaces must appear seamless to the end user. Therefore, it is important that the operational interfaces be established in a manner that allows the reseller to establish and maintain service equal in quality to that of the incumbent LEC.

In either a Local Services Resale or Unbundled Network Element environment, electronic interfaces must be provided, at a minimum, for four broad categories of transactions:

1) **Ordering** - the process by which an alternative LEC obtains the information it needs to place an order for an end-user with the incumbent LEC (e.g., the telephone number the end-user will be assigned).

2) **Provisioning** - the process by which an order is placed and filled, including, for example, the sending of a service order, the provisioning and installation of that order within the incumbent LEC network and at the customer's premises (if necessary), directory listing, customer information for 911, confirmation of completion by the incumbent LEC, and transmission of any jeopardy or reject notices.

3) **Maintenance and Repair** - all communications relating to planned and unplanned disruptions in service, including notification by the incumbent LEC of events that are affecting or will affect the network, reports of difficulties by subscribers, and the dispatch of repair services.

4) **Billing** - the Incumbent LEC's transmission of the customer's usage to the alternative LEC.

Q. PLEASE DESCRIBE THE CHARACTERISTICS OF THE INTERFACE ARRANGEMENTS REQUIRED TO FACILITATE EFFECTIVE RESELLER COMPETITION?

A. The incumbent LEC must be required to provide interface functionality at the same level of performance as it provides the functionality internally. Such interfaces need not involve direct access between alternative LECs and the Incumbent LEC systems. Both the incumbent LEC and alternative LEC can establish separate "gateway" interfaces for the exchange of the necessary information. The alternative LEC gateway would connect to the incumbent LEC gateway, and the incumbent LEC gateway (but not the alternative LEC gateway) would connect directly to the Incumbent LEC systems. Such a system would be more suitable for the development of a single set of national standards than direct access. Moreover, gateways would eliminate any claim that electronic interfaces could either cause harm to the incumbent LEC network or risk disclosure of proprietary incumbent LEC or customer information to the Alternative LEC. (*Attachment 1 - "Electronic Interfaces to Operational Support Systems Architecture - Electronic Interfaces Via Gateway" provides an illustrative of this concept.*)

Interface arrangements should be electronic (i.e., system-to-system rather than person-to-person). If person-to-person interfaces are initially required, the reseller personnel should be provided with the same priority, and treated with the same professional courtesy, as the incumbent LEC's personnel provide to their internal customers.

Many of these information exchanges must take place in "real time" so that new entrants can offer consumers convenient and effective service. For example, customers ordering new telephone service typically can obtain the telephone number they will be assigned during the initial transaction in which they place the order with the incumbent LEC representative. Similarly, incumbent LEC customers generally can have a repair appointment scheduled in the same conversation in which they report a service problem. For these types of customer interactions, alternative LECs must have the same ability to interface with the incumbent LEC systems in "real time" so that consumers can get the information they need promptly.

Q. ARE NATIONAL INDUSTRY STANDARDS NECESSARY FOR ELECTRONIC INTERFACES TO OPERATIONAL SUPPORT SYSTEMS?

A. Yes. National standards for interfaces to incumbent LEC systems must be developed. Such standards should address not simply the protocols and other issues relating to the transmission medium itself, but also the specific "transaction sets" that will be covered (e.g., the reporting of a service disruption) and the specific

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data elements that will be exchanged by the carriers for each transaction.

A "transaction set" refers to a particular type of information exchange between carriers. For example, an Address Verification Query is a transaction set that may be used by an alternative LEC to confirm a customer's address in the incumbent LEC database. Each transaction set has its own "data objects" (such as, in this example, the customer's address) and the "data elements" that make up those data objects (e.g., the customer's zip code). Unless there is a single national standard specifying which transaction types must be made available and which data objects and data elements will be associated with each transaction type, alternative LECs will have to develop different systems to interface with the Incumbent LECs in each area in which they seek to compete, increasing the costs of, and inhibiting, multi-location entry.

(Attachment 2 - *"Electronic Interfaces to Operational Support Systems Architecture - Sample Transaction Sets"* provides an illustrative of this concept.)

Q. SHOULD NATIONAL STANDARDS OR MEASUREMENTS BE DEVELOPED TO GAUGE THE QUALITY OF THE INCUMBENT LECs PERFORMANCE AT LEC/RESELLER INTERFACES?

A. It is essential that measurements be established to assess the quality performance at critical points of interface between the incumbent LEC and the reseller. Where detailed quantification is possible, direct measures of quality (DMOQs) should be developed to monitor the reseller/LEC relationship. For example, with respect to the installation and repair processes, measures of speed and accuracy can be appropriately developed. These DMOQs should be reviewed monthly to ensure compliance and/or track

improvement against an established benchmark. At a minimum, the performance standards for wholesale service must at least meet the actual performance standards of the service the incumbent LEC affords its own retail operations.

Q. SHOULD REMEDIAL MEASURES BE EMPLOYED IN THE EVENT AN INCUMBENT LEC DOES NOT ESTABLISH SATISFACTORY OPERATIONAL INTERFACES?

A. Yes. In the event that an incumbent LEC does not offer satisfactory operational interfaces, an additional discount of up to 10% should apply. This additional discount should remain in effect for as long as operational inefficiencies exist.

**Electronic Interfaces to
Operational
Support
Systems
Architecture**

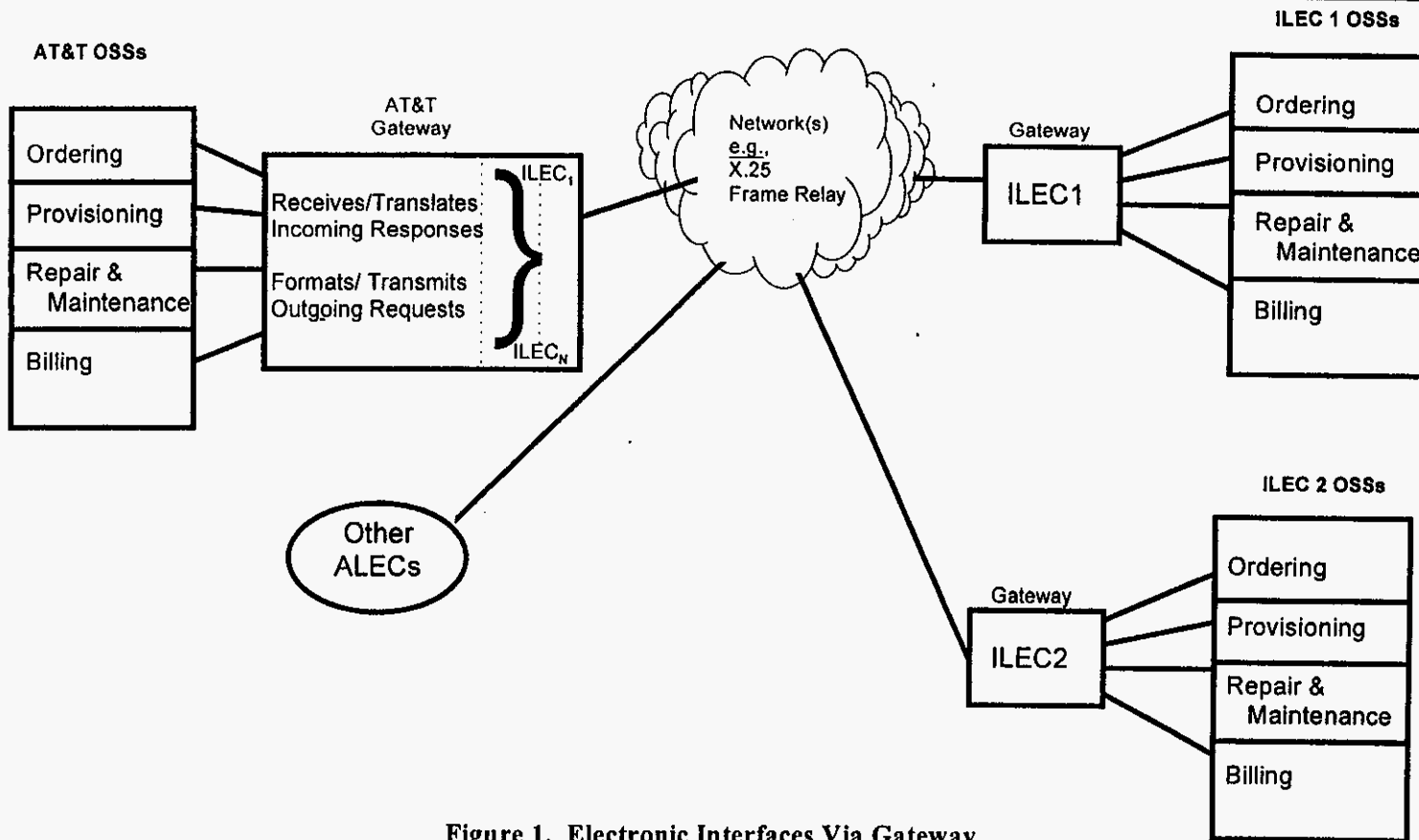


Figure 1. Electronic Interfaces Via Gateway

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**Electronic Interfaces to
Operational
Support
Systems
Architecture**

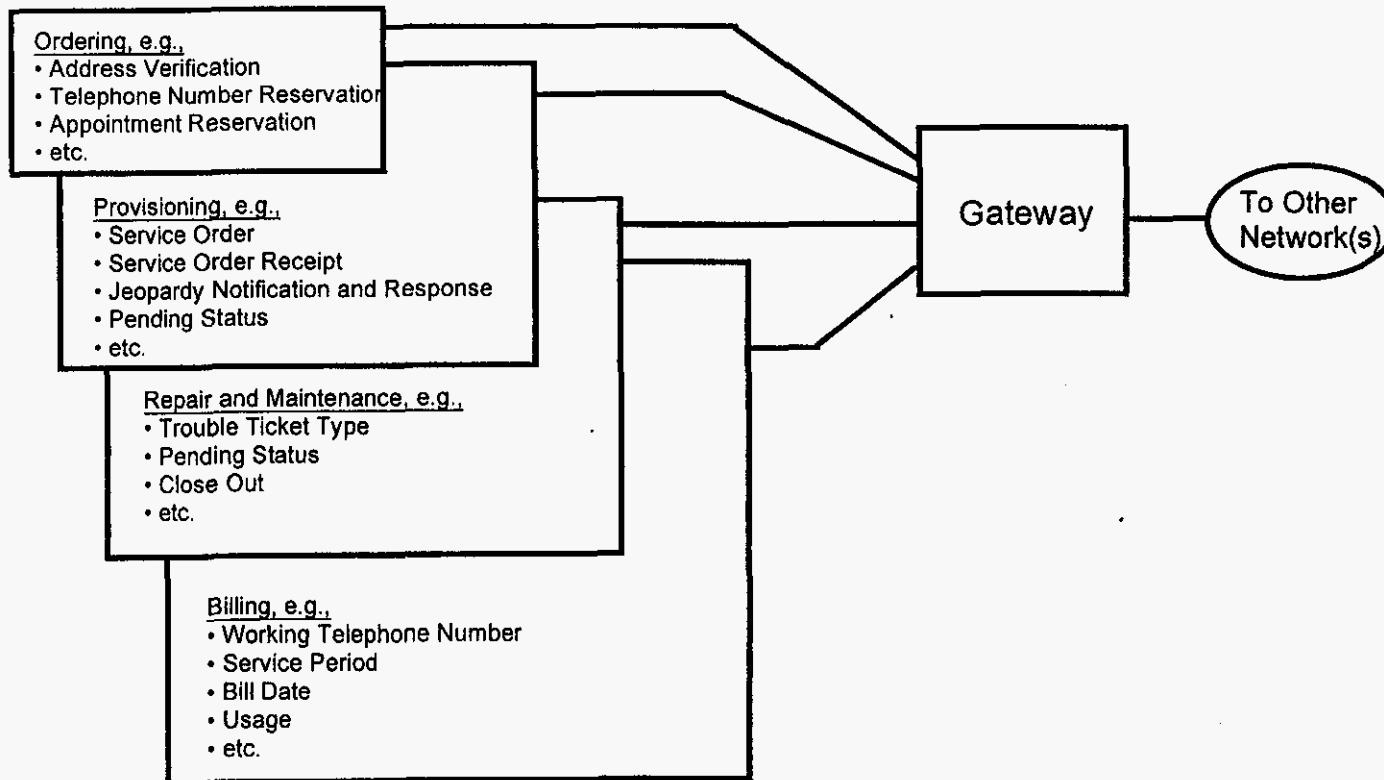


Figure 2. Sample Transactions Sets

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July 5, 1996

William J. Carroll
Vice President
AT&T
Room 4170
1200 Peachtree Street, NE
Atlanta, GA 30309

Dear Jim:

This letter is in response to your letter to me of June 13, 1996, regarding the direct routing issue in the resale and unbundling discussions between our two companies; the letter to me from Preston Foster dated June 24, 1996, regarding BellSouth's list of services available for resale; and your letter to me, dated June 26, 1996, regarding BellSouth's proposed interconnection, unbundling and resale agreement sent to AT&T on June 14, 1996.

The June 13, 1996 letter

I believe that my May 30, 1996 letter clearly articulated the position of BellSouth on the issue of direct routing. BellSouth has not ignored the intent of the Telecommunications Act. BellSouth is ready, willing and able to offer its retail services, with reasonable and nondiscriminatory limitations and conditions, to AT&T for AT&T's resale to end users. The Act does not require BellSouth to modify its services to accommodate AT&T's request. Further, as BellSouth has previously stated, the Act does not require the unbundling of operator services and directory assistance. BellSouth has not reversed its position on either of these matters. BellSouth has offered, however, access to its operator call completion and directory assistance services. These offerings are in compliance with the Act.

As a demonstration of BellSouth's commitment to competition in the local exchange market, BellSouth went beyond the legal requirements of the Act and investigated with AT&T the technical capability of enhancing its retail offerings to allow AT&T to direct route to its operator platform calls from end users utilizing resold BellSouth services as well as the technical capability of unbundling operator services from the interoffice network. This investigation revealed that there was, at present, no viable technical solution to AT&T's request. The investigation was thorough, exhaustive and professional. It is this willingness to go beyond the requirements of the law and commit valuable and talented resources to determining whether AT&T's request could be accommodated that demonstrates BellSouth's commitment to welcoming further competition to the local exchange marketplace. Your statements to the contrary are simply untrue and unfounded.

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I believe that AT&T and BellSouth are beyond the point on this issue where further discussions without the aid of a neutral third party mediator would be fruitful. It is to that end that BellSouth has included this issue in its request for mediation in Alabama.

The June 24, 1996 letter

Contrary to Preston Foster's assertions, BellSouth has not revised or expanded the list of reasonable and nondiscriminatory limitations or conditions on the resale of its telecommunications services since BellSouth provided the Louisiana resale tariff to AT&T on April 17, 1996. Moreover, contrary to Preston's assertion that it has been difficult for the parties to move forward in negotiations, AT&T and BellSouth have proceeded forward in the negotiations regarding resale based upon the assumptions put forth in the Louisiana tariff. BellSouth made a resale offer to AT&T on two separate occasions, May 18, 1996 and June 13, 1996. These two offers contained the same reasonable and nondiscriminatory limitations or conditions. AT&T's concerns about the list of limitations or conditions is unfounded.

As to AT&T's request for a quantification of the scope of obsolete services, BellSouth has been quite generous in responding to the vast number of data requests from AT&T. BellSouth has already provided the information that was readily available to it in response to AT&T's quantification request. As I stated in our June 27, 1996 meeting, BellSouth will not provide any further data in response to this request.

I believe that AT&T and BellSouth are beyond the point on this issue where further discussions without the aid of a neutral third party mediator would be fruitful. It is to that end that BellSouth has included this issue in its request for mediation in Alabama.

The June 26, 1996 letter

As I stated in my June 13, 1996 letter that contained BellSouth's comprehensive proposal, the purpose of providing AT&T with a comprehensive proposal was to refocus the negotiations at a level where the two companies may be able to reach agreement on a broader level. Such an agreement would allow AT&T to enter the market swiftly while the two companies continued to refine and reach agreement on the procedural details of interacting with each other. It was my thought that a comprehensive agreement proposal might lift the negotiations out of the minutia and spark some discussion on broader issues. In my June 13, 1996 letter, I stated that AT&T's June 5, 1996 resale proposal was unacceptable to BellSouth. BellSouth agreed to deliver a comprehensive resale proposal and did so on June 13, 1996. We also provided a comprehensive proposal to AT&T in connection with AT&T's desire to provide local service in Tennessee.

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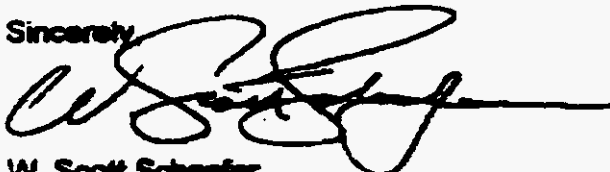
While it is true that BellSouth's June 13, 1996 proposal did not reflect the agreements the companies have achieved thus far, it was BellSouth's understanding that there was a process ongoing to memorialize those agreements. BellSouth did not want to disrupt that mutually agreed upon process. Such language could be incorporated into the comprehensive agreement when that process was completed and as such, it was not important to include these issues in a first proposal.

BellSouth has now received AT&T's comprehensive interconnection, unbundling and resale proposal. It is my understanding that this latest draft supersedes the pricing proposals for resale, unbundling and interconnection that BellSouth had received previously. I also understand that the proposal contains all of the items where the two companies believe they are in agreement. It was my understanding that the two lawyers were to have worked together to memorialize those agreements. Even though AT&T did not follow the agreed upon process, BellSouth will be happy to provide feedback to AT&T regarding these items as well as the other items not destined for mediation that are contained in the proposal.

I quickly read over the AT&T proposal this weekend and found that it contained a number of the items where the two companies had agreed to disagree such as: what are reasonable and nondiscriminatory limitations or conditions on resale, direct routing to AT&T's platforms from resold services and unbundled elements, and the resale discount and price of unbundled elements. BellSouth, as you know, has requested mediation in Alabama. All of the items where we have agreed to disagree should be included in that proceeding as they are beyond the point where further discussions would be of benefit to our companies. I have attached BellSouth's list of those items for your information. A mediator may be of great benefit to AT&T and BellSouth for these issues and as such, I suggest that we agree to talk about them only in the context of the mediation.

Your letter of June 25, 1996 will, of course, only be disclosed pursuant to the guidelines contained in the non-disclosure agreement executed by our companies.

Sincerely,



W. Scott Schaefer
Vice President - Marketing
Interconnection Services

Attachment

003104

BellSouth's List of Items for Mediation

1. BellSouth has offered all of its telecommunications services provided at retail to AT&T for purposes of AT&T's resale to end users with the exception of grandfathered and obsolete services, promotional and trial retail service offerings, Link up and Lifeline programs, contract service arrangements and other pricing plans to meet competition, interconnection for mobile service providers, N11 services, legislatively or administratively mandated specialized discounts, E911/911 services and special assemblies. BellSouth believes that the exceptions delineated are proper under the Act.
2. BellSouth is prepared to make its telecommunications services available for resale on an "as is basis." AT&T has demanded reconfigurations or enhancements to certain services to meet AT&T specific requirements. For example, AT&T requires that the resold services be routed to their operator services platform.
3. AT&T has requested that an electronic interface with BellSouth be available immediately in order to allow it to have "real time" access to pre-ordering, ordering, repair and billing information. BellSouth has committed to provide AT&T with a level of service and quality of service so that AT&T's customers will receive levels of service and quality comparable to those received by BellSouth's end users. BellSouth will provide an electronic digital interface for transmitting orders as of September 1, 1998. AT&T demands beyond BellSouth's commitment are unreasonable.
4. The parties have been unable to agree on what network elements should be unbundled and offered to AT&T. BellSouth has offered to unbundle the loop, transport, switching, SS7 signaling, access to routing databases, access to the AIN platform and access to call completion services and directory assistance.
5. BellSouth and AT&T cannot agree on the avoided cost discount for AT&T's purchase of BellSouth's retail services nor can the parties agree on the rates to be applied to the unbundled network elements offered by BellSouth.

003105

Robert Oakes
Lead Local Services Negotiator

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Room 12E19
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-8286

July 8, 1996

Vic Atherton
BellSouth Telecommunications, Inc.
Room North N3E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Dear Vic,

Thank you for your letter dated June 25, 1996 regarding BellSouth's position on SCE/SMS AIN Access and SS7 AIN Access (mediated) via ONAP (Open Network Access Point). The intent of this letter is to clarify AT&T's position on BellSouth's proposed use of ONAP.

BellSouth's ONAP does not meet with AT&T's requirements for a SS7 AIN Access arrangement. The BellSouth's ONAP arrangement adversely affects performance by causing increased Post Dial Delay (PDD). The additional time and cost to implement the service are also a concern. The degradation of performance and implementation delays do not allow AT&T to serve its customers and deliver a service at parity to the service that BellSouth provides for its customers.

AT&T believes that the existing SS7 network can maintain network integrity without ONAP. As was demonstrated with network interconnect for 800 Portability, the industry is capable of establishing necessary testing and certification procedures to ensure that both network performance and reliability are not compromised by interconnection of multiple service providers' SS7 networks. In fact those same interconnection facilities have been in place over the past two years to support 800 Portability.

As far as the applications to be delivered using AT&T's SS7 AIN access arrangement, AT&T would be using the same protocols and capabilities that BellSouth already uses in its AIN-based services and DesignEDGESM service offering. Given this, AT&T's use of such capabilities to offer competing Intelligent Network-based services will represent no more or less threat to network integrity than BellSouth's use of those same capabilities within its networks.

As to BellSouth's position that SS7 is not technically feasible, we disagree. SS7 AIN non-mediated access is technically feasible as was demonstrated in the AT&T/BST AIN trial. We acknowledge that certain functions such as provisioning and maintenance procedures will have to be developed, but that should not impede SS7 AIN access.

Due to our inability to reach agreement, I recommend that the CORE team address this issue. If you have any questions regarding this matter, please call me.

Sincerely,



Robert Oakes

cc: Ray Crafton
Ed Schafer
Suzie Lavette

003105

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July 8, 1996

MEMO TO FILE: Voice mail message from Scott Schaefer on Friday, July 5, 1996 at 9:23 a.m.

Jim this is Scott Schaefer a couple of things first on the meeting next week Hank Anthony and Mary Jo Peed and Suzie Lavett told me that the Administrative Law Judge in Alabama is requesting that we meet on July 11th which is when we had planned to schedule our Steering Committee meeting which I think will work out fine in other words just going to the meeting with the Administrative Law Judge to go over those areas of mediation basically areas we've agreed to disagree on in-lue-of our Executive meeting will focus us on the tougher issues and also give our people some continued time to work both on the counter proposal to your proposal and on operationalizing further details on areas where we are in agreement so our plan right now is to separate in your proposal those items we have decided to take to mediation vs. those items where we have some agreement on and we're going to counter propose on those areas and defer the areas where we are in disagreement to the mediation venue and I would plan meet with you and the Administrative Law Judge in next week on July 11 I think that meeting is going to be in Montgomery, AL so we need probably sync up Monday today is Friday and I going to be in the office all day plowing through paperwork so when you get the message we can chat we can do that today or I'll listen out for you on Monday and we can talk then.

Message taken verbatim from voice mail message

003107



Sylvia E. Anderson
Chief Commercial Counsel
Southern Region

Promenade I
1200 Peachtree Street, N.E.
Atlanta, GA 30309
404 810-8070
FAX: 404 810-8629

July 9, 1996

**SENT VIA FAX
ORIGINAL U.S. MAIL**

Ms. Mary Jo Peed
General Attorney
BellSouth Telecommunications, Inc.
675 West Peachtree Street, Suite 4300
Atlanta, GA 30375-0001

Dear Mary Jo:

Re: AT&T Cost Data Request of April 4, 1996, Data Responsive to Data Requests
No. 1 and No. 3

As stated in my two telephone messages to you, AT&T would like to add four AT&T personnel to the list of individuals set forth in my letter to you of May 20, 1996, who may review BellSouth data responsive to Data Requests No. 1 and No. 3. These individuals are as follows:

Karen Cummings	(Karen and Jeff report to Neal Brown, who is already
Jeff King	on the list)
Sally Melson	(Reports to Art Lerma, who is already on the list)
Roz Ogle	(Reports to Wayne Ellison, who is already on the list)

These individuals have a "need to know" in the context of the negotiations between AT&T and BellSouth.

I would appreciate a prompt response.

Sincerely,

Sylvia E. Anderson
sea/sgc

003108

AT&T

Sylvia E. Anderson
Chief Commercial Counsel
Southern Region

Promenade I
1200 Peachtree Street, N.E.
Atlanta, GA 30309
404 810-8070
FAX: 404 810-8629

July 9, 1996

**SENT VIA FAX
ORIGINAL U.S. MAIL**

Ms. Mary Jo Peed
General Attorney
BellSouth Telecommunications, Inc.
675 West Peachtree Street, Suite 4300
Atlanta, GA 30375-0001

Dear Mary Jo:

This will confirm our telephone conversation of July 9, 1996, in which you agreed the following individuals, as requested in my letter dated July 9, 1996, will be allowed to review BellSouth data responsive to Data Requests No. 1 and No. 3:

Karen Cummings (Karen and Jeff report to Neal Brown, who is already
Jeff King on the list)
Sally Melson (Reports to Art Lerma, who is already on the list)
Roz Ogle (Reports to Wayne Ellison, who is already on the list)

As stated previously, these individuals have a "need to know" in the context of the negotiations between AT&T and BellSouth.

Thank you for your prompt response and cooperation.

Sincerely,



Sylvia E. Anderson

sea/sgc

cc: N. Brown A. Lerma
 K. Cummings S. Melson
 W. Ellison A. Mule'
 J. King R. Ogle

003209



Promenade II
1200 Peachtree St., N.E.
Atlanta, GA 30309

July 9 1996

Suzie Lavett
BellSouth
Lead Negotiator
Room E56
3535 Colonnade Parkway
Birmingham, AL 35243

Dear Suzie:

Thank you for arranging for the MultiServe and MultiServe Plus presentation on Friday, June 21, 1996. The presentation was quite informative and met our expectations for a high level technical overview of BellSouth's Centrex offer.

We have a few concerns/questions as an outcome from the meeting that we need BellSouth to address:

1. At Friday's meeting, time did not allow for us to discuss process flows. We continue to need a detailed understanding of the order process flow for complex orders. We began to address this issue at the Friday, June 28, meeting and will again on July 17. Additional meetings need to be scheduled to complete the ordering process flows and to begin discussion on the maintenance, number reservation, and number administration process flows.
2. Since BellSouth has agreed to resell Special Assemblies (SSA) to AT&T, please confirm the following:
 - a. When AT&T would purchase a MultiServe and repackage the station link as Business Line Service to end users, BellSouth will sell AT&T an SSA for features or functions that are not in the tariffs, but are required to offer the service.
 - b. The second situation is where a customer wishes to purchase as the single customer of record a "Centrex" offer from AT&T, but has a need for a feature or function not offered in the MultiServe tariff (i.e. ISDN PRI). BellSouth will sell an SSA to AT&T in order to meet this customer's needs.
3. In the meeting we covered a number of examples of how a customer currently under contract to BellSouth could move his service to AT&T and convert his contract to AT&T. Please clarify for us exactly how the conversion will take

003210

place if a customer wishes to move to AT&T local service, but is under a term contract with BellSouth. Specifically, we need to understand what obligations AT&T and the customer would incur in the following conversion scenarios. Clarification using the following examples will help us to understand the detail around these conversions:

Example a. A customer with ESSX service under a 36 month contract with 20 months remaining moves his service to resold AT&T service.

Example b. A customer with MultiServe under a 36 month contract with 20 months remaining moves his service to AT&T.

Example c. A customer under a 60 month term contract with BellSouth with 20 months remaining moves to an AT&T service provisioned off a MultiServe platform.

Example d. A customer has a 60 month contract with BellSouth and moves to any AT&T resale service.

I would appreciate your written response to our questions by July 17, 1996. I look forward to hearing from you.

Sincerely,



cc: Pam Nelson
Mike Lacy

OC3811



Susan D. Ray
AT&T Local Service Negotiator

Room 12N04
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-3123

July 9, 1996

Craig Steele
BST Carrier Billing Negotiator
15th Floor
600 N. 19th Street
Birmingham, AL 35203

Dear Craig:

As you are aware, AT&T agreed to accept CRIS/CLUB, as an interim process, as long as BellSouth could deliver the same information we could obtain via the existing billing systems (CABS). Since BellSouth cannot deliver the information needed for AT&T to accurately analyze bills via the paper invoice and DAB software (at no charge), as we originally thought possible, we have no alternative other than to accept billing information via some other medium. Therefore, we are in the process of developing a translator to accept non-standard mechanized bills, and will be able to accept the CRIS Detail billing via Connect:Direct (as long as it meets the SABR requirements e.g. Business/Residence identified separately, Company Code identified, Type of Account identified, etc.). Initially (for the first few months), we may not be able to accept the CRIS Detail bill via Connect:Direct and will accept a CRIS Detail bill in paper format until the translator for non-standard billing is in place (Implementation is scheduled for the delivery of the December bill).

Please understand that accepting CRIS via Connect:Direct is still only and interim process and it is crucial for BellSouth to provide aggressive timelines when Local Service Resale will be available in CABS format (within at least one year, or the adoption by OBF, whichever is earlier) and a plan for Pre-Bill Certification by September 1, 1996 (with a Pre-Bill Certification process completion date of December 31, 1996).

Please let me have your commitment by Friday, July 12, 1996, that BellSouth will be able to develop the aggressive timelines and plans as outlined above. If you have any questions on this matter, please contact me on 404-810-3123.

Sincerely,

002112

July 10, 1996

Sue Ray
AT&T Local Service Negotiator
Room 12N04
Promenade II
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Sue:

In reference to the Alternately Billed Call Matrix where AT&T outlined their view of various call types, BellSouth's position can be generalized as follows. AT&T will receive copies of messages via the Daily Usage Feed and a charge on the resale bill only when an AT&T resold end user is the account to which the call is charged. In instances where a call, whether originated by an AT&T resold customer or a BellSouth customer, is charged to another end user other than an AT&T resold customer, the call will not be transmitted to AT&T nor will it be included on AT&T's resale bill from BellSouth. With this in mind, in scenarios 1, 2, 5, 6, 7, and 8 AT&T will not see the call. In the other situations described in the matrix (3, 4, 9, 10, 11), AT&T will receive a copy of the message on the Daily Usage Feed and will be billed on the resale bill from BellSouth.

If any clarification is needed, please let me know.

Sincerely,

Craig Steele

Post-It® Fax Note	7671	Date	7-10	# of pages	1
To	Sue Ray	From	Craig Steele		
Co./Dept	AT&T	Co.	BST		
Phone #	404 810-3133	Phone #	205 321-4642		
Fax #	404 810-3131	Fax #	205 321-2402		

LSM
&
UNE

Issue: BST information (Provided for implementation of ordering process)

Date: 7/10/96

Place:

Participants	Name	Title
--------------	------	-------

Notes:

This package includes:

- BST's Standard Intercepts (and Transfer of Calls) guidelines
- BST's Listing reference table & listing instructions

Provided by Beth Craig, BST Ordering

Submitted by: Cindy Clark

Tel: (404)810-3119

003314

BellSouth
Standard Intercepts

SERVICE ORDER ACTION

INTERCEPT REPORT

DISCONNECT ORDER OR NUMBER

"THE NUMBER YOU HAVE REACHED HAS BEEN DISCONNECTED."

NUMBER CHANGE ORDER TO A NON-PUB NUMBER

"THE NUMBER YOU HAVE REACHED NNX-NNNN HAS BEEN CHANGED TO A NON-PUBLISHED NUMBER."

TRANSFER TO NEW ADDRESS, NO NUMBER CHANGE , NO DUAL SERVICE

"THE CUSTOMER IS IN THE PROCESS OF MOVING AND THE NEW NUMBER HAS NOT YET BEEN CONNECTED."

TRANSFER TO NEW ADDRESS, WITH NUMBER CHANGE TO A LISTED NUMBER

"THE NUMBER YOU HAVE REACHED NNX-NNNN HAS BEEN CHANGED. THE NEW NUMBER IS NNX-NNNN."

DENIED FOR NON-PAYMENT

"THE NUMBER YOU HAVE REACHED NNX-NNNN HAS BEEN TEMPORARILY DISCONNECTED."

SUSPEND FOR VACATION

"AT THE CUSTOMER'S REQUEST NNX-NNNN HAS BEEN TEMPORARILY DISCONNECTED."

TRANSFER OF CALLS PERIOD

Intercept reports remain in effect for three (3) months for Residence numbers and twelve (12) months or the life of the directory for Business unless the number is reassigned due to a shortage of numbers or the number is specifically requested by another client.

Only one (1) transfer period may be shown on an order. The transfer period may not exceed the specified period of time. The telephone number must be reserved for the extended period of time. There are exceptions to this guideline when working with Political Accounts.

Multiserve/DID reference of calls is provided on numbers listed free of charge when they are disconnected from the customer's record if the number is listed in the current directory. Telephone numbers that are not listed in the current directory may be provided a reference of calls when disconnected from the customer's record through the special assembly process.

If a multi-line customer wants a reference of calls to a number other than the main telephone account number than or wants a standard disconnect intercept, a "TC" entry is required.

BellSouth
LISTING REFERENCE TABLE

LISTING CODE	DESCRIPTION	USOC BUSINESS	USOC RESIDENCE
LN	Listed Name (main listing)	none	none
NP	Non-Published (not in directory & not in directory assistance)	NPU (rated) NP3 (free)	NPU (rated) NP3 (free)
NL	Non-Listed (not in directory)	NLT (rated) NLE (free)	NLT (rated) NLE (free)
AML	Additional Main Listing (Ringmaster Service, need /TN floated)	none	none
AL	Additional Listing Residence		RLT
XL	Additional Listing Business	CLT	
AC	Alternate Call	FNA	NAB
ASL	Answering Service	9FK	
CR	Cross Reference	LLT	LRT
DB	Designer Bold		LBB
DBP	Designer Bold Plus		LBBAB
DS	Designer Script		SF8
DSP	Designer Script Plus		DLMDX
DL	Designer Line (1), (2), (3)		XTL
DLB	Designer Line Bold (1), (2), (3)		DLMEX
DLS	Designer Line Script (1), (2), (3)		DLMFX
DU	Dual Name	none	none
FL	Foreign	FAL	FRW
FAC	Foreign Alternate Call	FALSX	FRWSX
FCR	Foreign Cross Reference	FALCX	FRWCX
ST	Stylist	RNCAF	RNQAF

003115

BellSouth
LISTING INSTRUCTION CODES TABLE

INSTRUCTION CODE	DESCRIPTION	FUNCTION
/LA	Listed Address	Used with indented or captioned listings to identify the listed address. Ex: JONES, MARY/LA 22 JONES RD
/TN	Telephone Number	Used with indented or captioned listings to identify the listed telephone number. Ex: 22 JONES RD/TN 555-1212
/DGN	Designation	Used to describe a business customer's profession or type of business when the name alone does not provide the information. Ex: JONES, MARY/DGN ATTY
(OAD)	Omit Address	Used in the address field to omit addresses from the listing. Ex: (OAD) 22 JONES RD
(OCLS)	Omit From Customer Lists	Used to omit the listing from list product extraction. Ex: (OCLS) JONES, MARY
(PLA)	Position Listing As	Used to position listings in the directory contrary to normal placement rules. Ex: 9: LIVES (PLA) NINE: LIVES
(PRE)	Precede	Used to indicate that a listing is to appear first in the irregular portion of the indented arrangement. Ex: COPY: KING-- (PRE)
(FOL)	Follow	Used with indented or captioned listings to position the listing out of normal alphabetic sequence. Ex: (DELUXE; INSURANCE CO--) (FOL) (1) (CLAIMS DIV--) (1) ADJUSTER
(ALI)	Alphabetical Listing Identifier (A), (B), (C), etc.	Used to identify any listing other than the main directory listing, one to three alpha characters enclosed in parentheses, must not be repeated on the account. Ex: (A) JONES, MARY (B) SMITH, JIM
(1), (2), (3)	Degree of Indention	Used to indicate a degree of indention by a numeric in parentheses preceding the listing entry. Ex: (1) CHILDREN'S TELEPHONE
,	Comma	Used to denote the surname and title in persona name listings for alphabetizing purposes; it also designates the finding word in such a listing. Ex: JONES, MARY
;	Semi-Colon	Used to denote the finding word, letter or group of letters in a firm name. Ex: SMITH; LUMBER CO
/PCN	Publish Customized Number	Used for customers that has Stylist service and request to have their telephone number published in the directory as alpha/numeric characters. Ex: 22 OAK DR/PCN 555-BOAT

See handouts for additional examples.

003117

GUIDELINES FOR HANDLING BUSINESS LISTINGS

The company reserves the right to reject business listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgement are otherwise objectionable or unnecessary for identification purposes.

Generally, business listings consist of a name, a designation descriptive of the subscriber's business if not self-explanatory, the address at which service is rendered, and the business telephone number. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted, but may be that of a second party designated by the subscriber.

As stated in the General Subscriber Service Tariff; a trade name created by adding a term such as Company, Agency, Shop, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber shows satisfactory evidence that he is authorized to do business under the trade name.

A review of the account should give some indication of the validity of the listing. Where any doubt exists, a verification of the name in which the listing is requested should be made. The customer is to be called and advised of our policy.

In those cases where the name appears to be fictitious, the customer must be advised that the listing must be changed. Existing procedures should be used in changing the customer's listing. The record order charge does not apply. The code to waive the change must be used on the service order.

Should the customer insist that the listing is valid, proof of validity must be provided. The customer should provide a copy of his business license, company letterhead, etc.

In the event the customer refuses to provide a valid listing or to show proof that we have requested, the Business Office is to advise the customer that the billing name will be used as the listed name.

These guidelines will also apply to those customers requesting new service or a change of listing on existing service.

003123

GENERAL RULES

1. ALI codes are assigned alphabetically:
A,B,C,D,...Z; AA,AB,AD...AZ; BA,BB,BC...BZ.

N, AC, and AL may not be used as ALI codes, because they have other uses.
2. Personal names are not allowed in firmname listings. Tariff reference A6.2.2B and A6.1E.

NOT ALLOWED: Mary; Kay--
(1) Sue Jones

3. Two firmnames in one listing are not allowed:

NOT ALLOWED: Jones; Mortgage//Barnes Loan Co.

4. Business listings are not allowed on residence accounts in Georgia, except alternate call listings (if no answer).

5. Repeating names or words in a listing is not allowed. This is considered directory advertising.

NOT ALLOWED: Knieval; Driving School--
(1) Knieval Driving School-Marietta

6. A listing with a floated TN must be on the same account where the line is located for that TN, for example, the 1FB and the AL should be on the same account.

003119

APOSTROPHE

The letter following an apostrophe will capitalize. You do not need an asterisk in the following listing:

ILN D'Medici, Miguel M*D

HYPHEN

Hyphenated words alphabetize as two words. The letter following a hyphen will capitalize. You do not need an asterisk in the following listing:

ILN Tri;-City Used Cars

PERIODS

Periods are only allowed in listings like the following:

ILN 3.00 Book Store (PLA) Three; Dollar Book Store

ILN W;*A*B*C 97.1 F*M (PLA) W;*A*B*C Ninety Seven One F*M

AMPERSAND

ILN Soup; & Salad will alphabetize as: Soup Salad

DOUBLE VIRGULES

ILN Laun;//Mat will print as Laun/Mat

POUND SIGN #

The pound sign may be used in listings like:

ILN C;*W*A Local #123

PERCENT SIGN %

The percent sign may be used in listings like:

ILN Ninety; Nine % Accuracy/DGN CPA

003120

DESIGNATIONS

Valid DGN's are located in the YPH book. Business listings are not required to have DGN's. You can put one on the listing if the customer requests it, or if needed to clarify the type of business.

Always check the YPH book to verify the DGN.

TITLES

Titles come before the name. Examples: Dr. or Rev. In a listing, the title is shown preceded by a comma:

ILN Berry, Bob, Dr

ILN Berry, Bob, Rev

LINEAGE AND DEGREES

Use a plus sign for lineage. Use asterisks for degrees.

ILN Doe, Joe + III

ILN Doe, Moe + III M*D

ILN Doe, Flo Ph*D (only one asterisk in PhD)

ILN Doe; Rowe & Stowe P*C/DGN attys

We do not use Dr and /DGN phys both in the same listing, because Dr and physician mean the same thing. Use M*D instead.

REMOTE CALL FORWARDING (AND FX)

The LA must include a community and an LSC.

The city following the LSC must match the TN at the top of the order, and must be spelled out.

Float /LSC on all AL's.

ILN A;*B*C Company

ILA* 123 Ash St, Cham/LSC 65 Alpharetta

IAL (A) A*B*C; Company/LSC 65 Alpharetta

RINGMASTER

If a business customer gets Ringmaster, he is entitled to an AML. Use a YPH of none with the AML, per the Operating Standards.

003151

ALTERNATE CALL IN CAPTION

222-1111

ILN Quiche, Sam M*D-- (PRE)
ILA (1) 123 Bacon St, Cham

222-2222

IAC (A) (Quiche, Sam M*D--)
(FOL) (1) (123 Bacon St Cham/TN 222-1111)
(1) If no answer LA (OAD)/TN 222-2222

222-3333

ILN (Quiche, Sam M*D--)
(1) Res
ILA 123 Spinach Cir, Cham

Will print: Quiche Sam MD
 123 Bacon St Cham 222-1111
 If no answer 222-2222
 Res 123 Spinach Cir Cham 222-3333

OAD must be used on an alternate call listing when it is in a caption. Also notice on the 2nd listing in the FOL info, there is no comma between St and Cham.

003102

NOTES ON CAPTIONS

Captions without PRE or FOL will be arranged alphabetically
street name, followed by numbered street names. . . .

1700 Basil St
500 Salt Av
1800 5th Av
600 12th St

Name indents will fall before address indents, unless you use
PRE or FOL. Name indents like Office and Personnel will be
arranged alphabetically and then numerically.

Main office	123 Onion Av
Personnel	123 Garlic St
Stores	
No 1	700 Steak Av
No 2	200 Tuna St

If the listings are the same, including the address, then they
are arranged numerically by TN.

Vegetable Quiche	
123 Squash Ln	222-1111
123 Squash Ln	222-2222

003193

COMPLEX CAPTION
(Caption With A Sub-Caption)

777-1111

ILN Sizzle; Soup & Salad-- (PRE)

ILA (1) 123 Thyme St, Cham

IAL (A) (Sizzle; Soup & Salad--)

(1) Salads/LA (OAD)/TN 777-2222

IAL (B) (Sizzle; Soup & Salad--)

(1) Soups-- (PRE)

(2) Tomato/LA (OAD)/TN 777-3333

IAL (C) (Sizzle; Soup & Salad--)

(1) (Soups--)

(2) Bean/LA (OAD)/TN 777-4444

Will print:

	Sizzle Soup & Salad	
(1)	123 Thyme St, Cham	777-1111
(1)	Salads	777-2222
(1)	Soups	
(2)	Tomato	777-3333
(2)	Bean	777-4444

PRE on AL B made Tomato print before Bean.

003104

FOREIGN LISTING-CAPTION WITH LN ON OTHER ACCOUNT
Conyers and Covington

The business is in Conyers. The residence is in Covington. The customer wants both numbers printed in both books. Conyers and Covington are local to each other, so area codes are not necessary in the listings.

BUSINESS ORDER 404 922-1111

ILN Doe, Joe-- (PRE)
(1) Office
ILA 123 Ash St, Cnyrs

IFL Doe, Joe-- (PRE)
(1) Office
/LA 123 Ash St, Cnyrs/TN 922-1111/FDN Covington, Ga

RESIDENCE ORDER 404 786-2222

ILN (DOE, Joe--)
(1) Res
ILA 123 Oak St, Covi

IFL (Doe, Joe--)
(1) Res
- /LA 123 Oak St, Covi/TN 786-2222/FDN Conyers, Ga

Will print in both books:

Doe, Joe	
Office 123 Ash St, Cnyrs	922-1111
Res 123 Oak St, Covi	786-2222

003185

STYLIST LISTINGS
(continued)

(PLA) 723-4697

ILN W:*I*C*E Rock

ILA 123 Polar St, Cham

IAL (A) W:*I*C*E 97 (PLA) W:*I*C*E Ninety Seven
/PCN RADIO-97

In the above listing, the TN for the AL is the main number, so
it's not necessary to float /TN before the PCN.

REMOTE CALL FORWARDING (OR FX) 299-5646

ILN Doe, Joe

ILA 123 Crowe St, Cham/LSC 65 Decatur/PCN 299-JOHN

IAL Doe, Flo/LSC 65 Decatur/TN 225-5356/PCN CALL-FLO

FOREIGN LISTING 222-7673

IFL (A) Ashley's; Bloomers

/LA 123 Lilac St, Cham

/LSC 5/TN 800 222-7673/PCN 800 222-ROSE

/FDN Macon, Ga

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Parneia A. Nelson
District Manager
Access Supplier Management

Room 12W54
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404 810-3100

July 10, 1996

Ms. Suzie Lavett
BellSouth
3535 Colonnade Parkway
Birmingham, AL 35243

RE: Tracking Document

Dear Suzie,

As we continue to go through the most recent update of the tracking document and compare to the previous copy, we have noted the following exceptions:

- Item 1A4--Although this item had been "agreed" and BST and AT&T jointly worded the agreement statement, this agreement statement was revised by BellSouth, changing the nature of the agreement.
- Item 1A6--Same situation as above. The agreement statement was changed by BellSouth and noted as "BellSouth's Draft". The new "draft" replaced wording previously agreed to by BellSouth and AT&T.
- Item 1A.17--BellSouth changed the agreement statement to remove the word "promptly" in the sentence, "BellSouth will promptly notify AT&T of any changes of personnel or contact numbers in this escalation chain." There are no "change" markings on the document to indicate that a change has been made.
- Item 2A.1.m--Wording on the agreement statement has been changed. There are no "change" markings to indicate that a change has been made.

Agreements reached in the maintenance negotiations session held on June 14, have not been added to the document. Agreement statements are omitted on the items listed below:

- Item 1B1a
- Item 1B1b
- Item 1B1c
- Item 1B1d
- Item 1B1e
- Item 1B1f
- Item 1B1g
- Item 1B2
- Item 1B3a
- Item 1B3b
- Item 1B4
- Item 1B5

000007

- Item 1B9
- Item 1B16
- Item 1B18—The agreement statement added to the document was not the agreement statement worded in our meeting. The agreement statement added to the document was submitted by Bob Anderson.

BellSouth's Kathy Massey and Cindy Clark worked on agreement statements which Kathy Massey submitted for update, those statements have been added to the document, (1A2e, 1A5, 1A15, 1A29). The agreement statement Cindy Clark submitted was not added to the document (1A3).

Some "discussion" items (D of the tracking document) have appeared that seem to be internal discussion rather than discussion between AT&T and BellSouth. In some other instances, it appears that BellSouth is using the tracking document as the means of conveying new information, restating their position or asking questions. Since this is a tracking document, AT&T was unaware that new information might be provided in document. Instances of this type of communication in item "D" are shown below:

- 1A2e--6/18/96 Shirley Wilcox
- 1A18b--5/16/96 Beth Carnes
- 1A22--5/16/96 Beth Carnes
- 1A29--6/14/96 Beth Carnes
- 1A30a,b,c--6/14/96 Beth Carnes
- 1B1g--5/16/96 Kathy Massey
- 1B7--5/16/96 Beth Carnes
- 1B10--6/14/96 Beth Carnes
- 1B14--6/14/96 Beth Carnes
- 1B18--5/16/96 Beth Carnes
- 1B19a,b,c--5/16/96 Beth Carnes
- 1B20--5/16/96 Beth Carnes
- 1C1a--5/16/96 Beth Carnes
- 1C1b--5/16/96 Beth Carnes

Updates from the Billing and Local Account Maintenance negotiations sessions that have not been made are listed below:

- Item 3A1, AT&T has requested that a sentence under "d" be deleted.
- Items 3B2 & 3B3, Agreement statement has not been updated.
- Agreement statement has not been updated onto requirement 3C2. BellSouth has added an additional line of "discussion".
- Agreement statement has not been added to Item 4C.
- Combine items 4D1a,b,c,d into 1 requirement. (a, b, c, and d are options to satisfy requirement 4D1.) Agreement statement has not been added.
- Agreement statement has not been added to item 4D2a.

Suzie, as we discussed yesterday, the changes and additions requested need to be made to the document or the subject matter experts need to reconvene to ensure that the tracking document accurately reflects our negotiations status.

Sincerely,

Pamela A. Nelson

Pamela A. Nelson

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A T & T

FACSIMILE TRANSMITTAL SHEET

TO:	Suzie Lavett	FROM:	Pamela Nelson
COMPANY:	BellSouth	DATE:	July 10, 1996
FAX NUMBER:	(404)420-0031	TOTAL NO. OF PAGES INCLUDING COVER:	3 pages
PHONE NUMBER:	(404)529-7496	SENDER'S REFERENCE NUMBER:	
RE:	Negotiations Tracking Document	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

003183

MODE = TRANSMISSION

START=JUL-10 15:54

END=JUL-10 15:55

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	■	94200031	003		

-AT&T SUPPLIER MGMT. -

***** (FAX-950 U1.24) ** -AT&T ASM SOUTH - ***** - 404+810+3131- *****



Cindy Clark
Local Services Negotiator

Room 12W45
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309
404-810-3119

July 11, 1995

Ms. Shirley Wilcox
BellSouth
1876 Data Drive, Room N408C
Birmingham, AL 35244

Dear Shirley,

I have set up the conference bridge for our telephone number reservation meeting for 2:00 EDT on July, 16. The call in number is (309) 691-0247, and participant code is 987326. I reserved 8 ports, I think AT&T will be using four, let me know if BellSouth will need more than four. I wanted to provide you the following as a framework for our meeting.

AT&T is anxious to understand how BellSouth plans to fulfill telephone number requests so that AT&T can work with BellSouth to develop an implementation plan. I have asked AT&T ordering process and number administration SMEs to be available for the discussion to share our requirements and work through some of the initial questions.

In preparation for the meeting, I would like to receive the file layout describing the fields that will be part of the telephone number records passed to AT&T. I would also like to receive any documentation that BellSouth has describing the process under development.

I look forward to talking to you on Tuesday.

Sincerely,


Cindy Clark

000001



BellSouth Telecommunications, Inc. 770 391-2450
Suite 397
125 Perimeter Center West
Atlanta, Georgia 30346

Thomas L. Hamby
Regulatory Vice President

July 12, 1996

Ms. Terri M. Lyndall
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334

Dear Ms. Lyndall:

In its Order in Docket 6352-U, *Petition of AT&T for the Commission to Establish Resale Rules, Rates, Terms and Conditions and the Initial Unbundling of Service*, the Commission directed AT&T and BellSouth to submit a joint report to the Commission which addresses a resolution of the issues relative to AT&T's provision of its own operator services. The order further stated that if the parties did not reach an agreement of these issues, each party should reflect their position and factual evidence which support the same in the body of the report.

A series of meetings between BellSouth and AT&T were held to discuss technical matters related to AT&T's request for selective routing. The technical feasibility of four alternatives were analyzed for the capability of providing selective routing:

- Use of Line Class Codes (LCC)
- Use of switching system translations capabilities to create individual dialing plans.
- Use of Advanced Intelligent Network (AIN) capabilities to provide selective routing.
- Use of other switched-based capabilities to provide selective routing.

Despite the Parties' efforts to negotiate on the issue (even prior to the Commission's Order) no resolution has been reached. Accordingly, the Parties hereby respectfully submit their individual reports to the Commission in order to provide their positions and factual evidence on this issue for the Commission's consideration.

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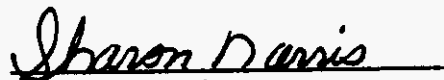
Official Supplier of the
1996 U.S. Olympic Team

Ms. Terri M. Lyndall
July 12, 1996
Page 2

The AT&T (Attachment A) and BellSouth (Attachment B) individual company reports are attached.

Sincerely,


Thomas L. Hamby
Regulatory Vice President
BellSouth


Sharon E. Norris
Assistant Vice President
AT&T

Attachments

cc: Mr. Jim Hurt
Consumer's Utility Counsel

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AT&T Report
On The
Unbundling of Operator Services

Prepared for
The Georgia Public Service Commission

DK. NO. 6352-U

July 12, 1996

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I. EXECUTIVE SUMMARY

AT&T submits this Report pursuant with the Georgia Public Service Commission's Order of June 12, 1996, which requested further factual evidence in support of AT&T's position on unbundled Operator Services (including Directory Assistance. This study confirms AT&T's position already on the record that it is technically feasible for BellSouth to route AT&T's Operator Services (including Directory Assistance) to the AT&T network for handling in a Total Services Resale (TSR) environment. AT&T urges the Commission to reaffirm its finding in the June 12, 1996, Order that "AT&T's request is valid and reasonable" and order BellSouth to implement selective routing arrangements to route AT&T Operator Services traffic (including Directory Assistance) to the AT&T network. AT&T is also asking the Commission to ensure that any AT&T traffic handled by BellSouth is branded AT&T because such branding constitutes an integral component of AT&T's customer relationship. Such action by the Commission will illustrate the Georgia Commission's strong regulatory leadership on an issue that is national in scope and integral to the TSR concept.

In this Report, AT&T provides a detailed Technical Study on various alternatives through which selective routing may be accomplished by BellSouth. These alternative solutions include Line Class Codes, Advanced Intelligent Network (AIN), and Advanced Services Interface (ASI) Proxy Solution. An Overview of the Technical Study is also being submitted to assist the Commission in its review. AT&T establishes in its Technical Study that the various alternatives are technically feasible and that one of the major claims of BellSouth --a lack of capacity of Line Class Codes--is invalid because line class codes can be conserved for use in selective routing. AT&T also submits its analysis of the costs associated with each alternative studied as well as its position on cost recovery. AT&T is not, however, espousing any one solution, but demonstrating-- as requested in the Commission's Order-- that there are various innovative arrangements which BellSouth has the ability to implement to meet the needs of the telecommunications industry and consumers in this time of change.

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The telecommunications industry has been down a similar road of change in the not so distant past. We at AT&T--as well as many of those at BellSouth--have experienced AND RESOLVED issues such as Equal Access which defined ground rules for competition in the long distance market. This time, we are grappling with issues associated with the local exchange market--a market that has not been opened to competition until now. One such technical issue impacting the local market which the Georgia PSC has already so astutely resolved is that of Local Number Portability (LNP). Georgia is one of the first states to order the development of a long term solution to this issue. Accordingly, it is critical that the Georgia PSC assert leadership and take decisive regulatory action to induce the industry to move forward on solving yet another technical issue in a timely manner--in this case the Unbundling of Operator Services (including Directory Assistance).

The Illinois counterpart to the Georgia PSC recognized the importance of this issue on June 26, 1996, when it directed Ameritech to implement a solution similar to the solution sought here by AT&T. The Illinois Commerce Commission ordered Ameritech-- in conjunction with its Total Services Resale offering-- to route AT&T's Operator Services (including Directory Assistance) to AT&T's network. Additionally, the State of New York Public Service Commission issued an Order on June 25, 1996, directing New York Telephone Co. to file tariffs no later than August 1, 1996 to be effective October 1, 1996 to provide Total Services Resale, with unbundled Operator Services (including Directory Assistance) to AT&T and other new entrants. The New York Order also calls for New York Telephone Co. to brand Operator Services and Directory Assistance calls, using the brand name of the reseller, for those new entrants not opting to provide their own Operator Services and Directory Assistance service.

Incumbent LECs such as BellSouth certainly possess sufficient strength and capacity to sustain a vigorously competitive advantage in a local market, even when faced with new entrants. Routing AT&T customers to the AT&T network for the completion of

operator services and directory assistance calls will not detract from BellSouth's ability to compete fairly, but rather will increase the opportunity for AT&T and other new entrants to enter the local market and sustain a presence there. AT&T recognizes that there will most likely be a need for multiple arrangements, and that initially less than ideal solutions may be required. The sooner such activity gets under way, the sooner a refined long term industry standard can be implemented. However, as the Commission is aware, the industry has not been able to reach expeditious resolution on network issues on its own accord, especially when the issues are competitive in nature. Therefore, a decision from the Georgia PSC mandating immediate implementation of selective routing would be viewed as an important directive to the industry.

Other parties in this proceeding, including MFS and Sprint, are supportive of AT&T's position and have filed comments in response to the FCC's Notice of Proposed Rule Making (NPRM) on this issue. MFS maintains the position that the incumbent LECs should not be allowed to unilaterally decide whether, or to what extent, to offer access to unbundled Operator Services and Directory Assistance. Denial of the provision of unbundled Operator Services or Directory Assistance in conjunction with Total Services Resale -- as suggested by BellSouth -- would be anti-competitive by unduly raising the costs of AT&T and other new entrants, and restricting the abilities of AT&T and other new entrants to enter the local market and compete with a full range of services. Effective regulatory action on the part of the Georgia Commission will help ensure the competitive environment which is intended to offer Georgia customers more choices, improved service and competitive rates, in addition to providing local entrants a robust marketplace in which to serve customers.

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Therefore, AT&T is asking the Georgia PSC to take the following action in regard to this issue:

1. To concur with the extensive factual evidence, including technical and cost data, which AT&T has submitted in this Report on the issue of unbundling Operator Services (including Directory Assistance) under Total Services Resale;
2. To add AT&T's Report to the evidence on the record in Docket No. 6352-U;
3. To acknowledge that there are various feasible technical arrangements which BellSouth can implement in order to provide selective routing of Operator Services calls and Directory Assistance calls to AT&T under Total Services Resale;
4. To accept AT&T's position on costs and cost recovery associated with the implementation of selective routing arrangements;
5. To direct BellSouth to implement, within 60 days of the Commission's Order on this issue, an immediate solution to route AT&T's Operator Services calls and Directory Assistance calls to AT&T's network for handling under Total Services Resale. AT&T has demonstrated in this Report that there are numerous workable solutions for selective routing. However, it believes that the Line Class Code Solution is the arrangement which can be implemented in the most expeditious time frame. AT&T recommends that the Commission require BellSouth to file, within 30 days of the Commission's Order, its plans on the immediate solution. AT&T has also indicated in this Report that separate solutions for the routing of Operator Services calls versus Directory Assistance calls is acceptable to AT&T;
6. To further order BellSouth to develop additional solutions, such as AIN, as well as implementation plans for such solutions, for implementation during 1Q97. The Commission should direct BellSouth to file with the Commission its technical plans on such solutions by December 1, 1996;

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7. In the event that BellSouth handles Operator Services calls and/or Directory Assistance calls for AT&T--whether at AT&T's option or due to technical reasons--the Commission should further order BellSouth to identify such calls using the AT&T brand.

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II. SYNOPSIS OF RECORD

On December 21, 1995, AT&T Communications of the Southern States, Inc. ("AT&T"), filed a Petition with the Georgia Public Service Commission ("Commission") requesting the establishment of rules, rates, terms and conditions for the resale of telecommunication services as provided by the Georgia Telecommunications and Competition Development Act of 1995, O.C.G.A.s46-5-160 et seq. ("Georgia Act"). Included in AT&T's request for the provision of resale services is the need to purchase AT&T branded Operator Services and Directory Assistance services from BellSouth Telecommunications, Inc. ("BellSouth"). AT&T also sought an initial unbundling of services pursuant to the Commission's express authority under O.C.G.A. s46-5-164(g). AT&T's request for initial unbundling of services encompassed Operator Services and Directory Assistance services offered by the incumbent LEC and a request to allow AT&T to provide its own Operator Services and Directory Assistance--at AT&T's option--when purchasing wholesale services from the incumbent LECs, such as BellSouth.

On February 6, 1996, the Commission adopted a Procedural and Scheduling Order outlining the manner in which this proceeding would be conducted. Numerous parties, including BellSouth, filed intervention notices in this docket.

Hearings were held March 4-5, 1996 and April 1-3, 1996.

On the issue of unbundled operator services, AT&T requested the Commission to order BellSouth to provide selective routing arrangements which would allow an AT&T resale customer to be routed directly to AT&T's operator platform in parity with the means by which a BellSouth customer is connected to a BellSouth operator today.

Post-hearing briefs were filed on April 16, 1996.

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The Georgia Public Service Commission issued its Findings of Fact, Conclusions of Law and Decisions of Regulatory Policy ("Order") on June 12, 1996. On page 13 of its Order (see attached), the Commission discusses the issue of unbundled operator services (which includes Directory Assistance, 0+, 0-toll dialing, busy line verification and interrupt). In this regard, the Commission states: "The Commission finds that AT&T's request is valid and reasonable. The Commission finds that the ability of a competing carrier to utilize their own operators or custom "branded" Operator Services will enhance the ability of that entity to effectively compete."

Additionally, on page 13 of its Order, the Commission states that "...sufficient evidence was not presented by the parties regarding technical limitations, implementation cost and cost recovery." Accordingly, the Commission ordered AT&T and BellSouth to submit a joint report to the Commission which addresses a resolution of these outstanding issues. The Commission further stated that if AT&T and BellSouth were unable to reach an agreement, "each party should reflect their positions and factual evidence...in the body of the report."

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Critique of Testimony on Record

BellSouth's witness on the unbundling of Operator Services issue was Bob Scheye. In his testimony, he described AT&T's request for unbundled operator services as a "hybrid resale-facilities based service." Mr. Scheye arrived at this description because he claimed there is no retail basic local exchange service that does not include operator access. Mr. Scheye went on to state that "there are many technical problems involved with AT&T's proposal...limitations in the network and support systems may (emphasis added) make AT&T's proposal technically impossible."

However, Mr. Scheye did not elaborate on any real technical limitations, only ones he believed may exist. Mr. Scheye suggested that "If AT&T wants the customer to reach an AT&T operator in addition to, or in lieu of a BellSouth operator, AT&T could supplement the resold service and accomplish this by having the customer access the AT&T operator via an 800 number or by dialing "00", etc." During his cross-examination, Mr. Scheye reiterated his proposal for an alternative dialing scheme (dialing 800 or "00") for customers to reach "an AT&T operator or an MCI operator or a Sprint operator." This suggestion, however, does not provide the dialing parity essential for the customers of new entrants.

Mike Guedel, AT&T's witness, testified that "...the Operator Services are stand alone products. Each particular service (e.g., operator-assisted toll calls, Directory Assistance, and busy line verification and interrupt) appear in its own section of the BellSouth tariff. Each has its own rate structure...Each stands alone."

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Mr. Guedel further testified that--contrary to Mr. Scheye's statement that the use of line class codes is "not feasible" for the establishment of selective routing to repair services (and presumably to other operator arrangements)-- a switch manufacturer had indicated that "line class code arrangements can effectively provide selective routing arrangements." Mr. Guedel testified that he did not consider the availability of line class codes to be an obstacle to the provisioning of equitable interface arrangements by BellSouth in providing selective routing to AT&T and a number of other potential resellers.

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Summary of Arguments from AT&T's Briefs

AT&T filed its Brief in this docket on April 16, 1996, subsequent to the enactment of the Telecommunications Act of 1996. Enactment of the Act placed additional unbundling obligations on incumbent local exchange carriers. In its initial Brief, AT&T stated that "Georgia's Telecommunications and Competition Development Act also grants the Commission the authority to require additional unbundling beyond that required of incumbent local exchange companies to provide interconnection service on an unbundled basis"

In its Brief, AT&T explained that "BellSouth has not shown that AT&T's requests {for unbundled Operator Services} are not technically feasible." Accordingly, AT&T requested that the Commission order BellSouth to provide: "...the ability to purchase other local service abilities, including 0+, 0 toll, busy line verification and emergency interrupt capability, selective routing of 611 repair calls or other operator directed calls to the reseller's service platform, customers' listings in BellSouth's white and yellow page directories..."

On April 16, AT&T also filed its Response. This document stated that the Commission could grant the relief requested by AT&T under the federal Telecommunications Act of 1996.

AT&T reiterates in this report that the overarching intent in the Georgia law and the 1996 Act is to provide the wide availability of resold services without restrictions. Unrestricted resale will serve as the basis for the development and growth of competition in the local exchange marketplace.

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III. STATEMENT

Basis for AT&T's Requirements for Unbundled Operator Services and Branded Operator Services

As is stated in AT&T's testimony and briefs in this proceeding, two critical requirements must be met to create parity for AT&T customers under a Total Services Resale environment. These are 1) AT&T branding of operator services and directory assistance calls when such calls are provided to AT&T customers by BellSouth and 2) the ability for AT&T to obtain from BellSouth, on an unbundled basis, direct routing of operator and directory assistance calls to AT&T's network.

These requirements are essential to provide AT&T customers, under Total Services Resale, with a service equal to -- or better -- than that of the incumbent LEC, BellSouth. For example, AT&T-provided Operator Services is the only means by which customers will be able to obtain accurate rate quotes or place calling card calls in the same manner as BellSouth customers. It is this type of customer experience which will enable new entrants like AT&T to successfully compete in the local market and to provide customers with the services they need and deserve.

Unbundled Operator Services

AT&T is fully prepared to provide its own local Operator Services, including Directory Assistance. AT&T has a world class Operator Services and Directory Assistance platform which has expertise in handling Operator Service and Directory Assistance calls, and which will be able to provide local Georgia customers with capabilities that are new and different from those that are offered by BellSouth. One example of this is the capability of the Operator Services/Directory Assistance platform to provide services on a multilingual basis. This would be an especially invaluable feature to serve the international visitors and participants coming world-wide to attend and participate in a future event such as this summer's Olympic Games. AT&T wants to use its existing platform to provide local

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Georgia customers the same "look, sound, and feel" which AT&T customers have expected for over 100 years.

In order for AT&T to handle the operator services and directory assistance traffic of its resale customers, the capability is necessary to permit the routing of Operator Services and Directory Assistance calls to the AT&T network. The routing must be configured such that AT&T local customers can dial 0+, 0- to obtain the AT&T local operator, 411, 555-1212 or NPA 555-1212 to obtain a Directory Assistance agent and 611 to reach customer repair and maintenance. Three technically feasible local network solutions are described within the technical findings section of the report.

Should unbundling and direct routing of operator services and directory assistance be delayed, the branding of any such calls provided by BellSouth to AT&T's customers on AT&T's behalf should be mandatory.

Branding

For AT&T to establish its presence in the local marketplace it is important that AT&T customers hear the AT&T brand. The AT&T brand is widely recognized and respected. Therefore, AT&T wants to reinforce this brand connection with every customer when they are using AT&T's operator services and directory assistance service. Unless there is correct branding, provisioning of operator and directory assistance services by BellSouth when a customer has selected AT&T to provide local service will create customer confusion. If customers become confused over the identity of their carrier in a resale environment, they will be dissatisfied and it will become far more difficult for AT&T and any other new entrants to establish a presence in the local marketplace. A lack of competition and new entrants would result in a lack of choices in local service providers for Georgia customers. Furthermore, the intense publicity and education surrounding the issue of slamming has heightened customers' awareness as to the identity of their long distance provider. This awareness will carry over into the local arena once there is

competition, and customers will certainly question any appearance of inconsistency with their local service provider.

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IV. TECHNICAL FINDINGS OVERVIEW

I. Introduction

One of AT&T's requirements for entry into the local market as a reseller of LEC local service is the ability to redirect AT&T customers' local Operator Services calls (including Directory Assistance) and Customer repair and service inquiries to an AT&T Point of Presence, using established dialed numbers (i.e., 0+, 0-, 411, 611 etc.). AT&T's interest in directly providing this service arises from four primary factors:

1. AT&T has an existing world class Long Distance Operator Services platform with proven experience handling Operator Service calls.
2. AT&T would like to use this platform to provide its new local customers with the best call experience possible - the same nationally consistent "look, feel, and sound" upon which AT&T customers have come to rely on and to expect.
3. The AT&T brand is a key part of the Operator Services' interface experienced by our long distance customers. Should BellSouth utilize its own brand of local Operator Services, AT&T customers could easily be confused.
4. To assure accurate AT&T rate quotes and availability of Calling Card services.

Technically feasible solutions exist for BellSouth to provide selective routing of Operator Services and Directory Assistance calls from AT&T's (Local Services Resale) customers to an AT&T Point of Presence over appropriate interconnection facilities. In this section, three potential solutions are described that AT&T believes can be effectively implemented in the near term, either singly or in combination to meet industry needs for open competition and network integrity. The three potential solutions are:

- Line Class Codes
- Advanced Intelligent Network
- Advanced Services Interface (ASI) - Proxy

The technical study performed by AT&T is documented in the "Study of Technical Findings" section of this response.

AT&T fully expects an evolutionary process, driven by regulatory requirements supporting fair and open competition. This process will likely result in the use of some or all of these three solutions as they undergo expansions and / or improvements over time. Furthermore, there may be other longer term approaches which emerge and to which AT&T could agree. However, AT&T, and the industry, need an immediate solution. We believe Line Class Codes for selective routing currently provide the most immediately feasible solution. Even so, it is not our intent to represent Line Class Codes as the technical solution for all vendor switches. It is BellSouth who will ultimately determine the most appropriate solution. However, an immediate solution is needed by the industry and AT&T.

The issues and the long range impact surrounding direct routing are not unlike those faced by the interexchange carriers during the long distance Equal Access years.

The Equal Access evolution began with line-side carrier interfaces offering extremely limited billing and operational capabilities. This was driven by regulatory requirements focused on the creation of fair and open competition in the toll marketplace. The industry has evolved carrier identification (both PIC and dial access) in the local exchange for both InterLATA and IntraLATA toll carriers as well as robust billing and interconnection interfaces.

In the sections to follow, definitions, call flows and summary evaluation -- including AT&T's estimates of incremental resource impacts -- are described. These are followed by a brief summary of potential approaches. AT&T expects that evolution of initial solution(s) will occur over time in at least two areas:

- Software-based expansion of existing switch limitations (e.g., line class code table expansion).
- Long-term architecture evaluation by the industry of switch-based or other (e.g., Advanced Intelligent Network) approaches to determine the most effective method to identify customer/service provider affiliation for selective routing and other potential network unbundling needs.

II. Line Class Code Solution

In this section, definitions and call flows are described illustrating the potential use of line class codes and associated switch translation data to selectively route Operator Services traffic to AT&T. Since questions have been raised regarding potential table/memory exhaustion, an incremental resource assessment of AT&T's consumption of Line Class Codes is summarized.

Definitions Line Class Codes (LCC) are table values that define class of service, rate center and dialed number analysis/routing affiliations with a physical line termination on a local switch. As with any system-defined table structure, maximum table sizes are defined for a given software release. Subject to the availability of memory resources, table sizes typically expand over time to support new functionality and increased system capacity. In addition to LCC tables, associated dialed number analysis / routing tables may be impacted by a requirement such as Operator Service / Directory Assistance Selective Routing.

Call Flow The following steps summarize key events in a call flow for a 0- call where LCC are provisioned to support Selective Routing:

- AT&T Services Resale customer dials "0".
- Local Switch determines LCC value associated with originating line.
- Based on "0" dialed and LCC, a route (e.g., trunk group) out of the switch is selected.
- Based on the selected route, call delivered to AT&T POP with appropriate interconnection (e.g., signaling).
- Call arrives at AT&T Operator Services platform with appropriate call-related parameters (e.g., Automatic Number Identification).

The call flow for 0+ calls is similar to the 0- call flow described above.

Resource In the interest of conservation of switch resources, AT&T is willing to initially limit the classes of service for which selective routing of Operator Service / Directory Assistance will be provided. In addition, for any given selective routing option (i.e., Operator Service or Directory Assistance), only one routing parameter is needed to drive outgoing trunk selection. It is AT&T's expectation that the consumption of other dialed number analysis / routing resources will be minimal, particularly for Operator Services selective routing.

In the table below, AT&T incremental LCC consumption and example switching system boundaries (current, planned generics) are summarized.

AT&T Need	5ESS Switch	DMS-100 Switch
32-to-320 LCCs	6000 LCC-RAC	1024 *Line Attr

* Expanding in NA006 (4Q96) to 2048 and again in NA007 (2Q97) to 4096

For the 1AESS Switch, the constraining resource is expected to be memory. AT&T's incremental consumption of 1AESS memory is summarized below.

AT&T Need	1AESS Switch
2-4 K Words	64 K Words

Another constraining 1AESS Switch resource (specifically for Operator Services) is TSP Index (routing parameter). AT&T selective routing would use one of the eight TSP Index values.

In summary, AT&T has investigated call flows and switch resource constraints for the LCC solution and concludes that

1. AT&T incremental requirements for LCC-related resources are significantly less than has been estimated by others, without the benefit of input from AT&T regarding the willingness to conserve those resources.
2. Efforts by the switch vendors to expand currently limited resources to meet changing requirements is expected by AT&T (e.g., DMS-100 Line Attribute expansions in NA006 and NA007).

III. AIN Solution

Advanced Intelligent Network (AIN) is an evolving service control architecture that BellSouth and other LECs are deploying. The fundamental architectural concept is to move control functions out of the local switch and into a programmable control processor to isolate the development of control-oriented service capabilities from traditional switch development cycles. The AIN architecture relies on communication during call processing between switching and control components using the Signaling System 7 (SS7) network.

The need for special control processing is detected in the AIN-capable switch at one or more points in call processing. These points are called Trigger Detection Points (TDPs). A number of options for TDP assignment exist for Operator Service / Directory Assistance selective routing. Off-hook Delay trigger, N11 or 3/6/10 digit trigger (for Directory Assistance) or Individualized Dialing Plan / Custom Dialing Plan trigger can be used to interrupt normal switch process and cause the switch to interrogate a control processor. The control processor, based on selective routing intelligence and originating line-to-local service provider affiliation, would return routing instructions to drive the appropriate selective routing treatment (e.g., trunk group selection / signaling interface) by the originating switch.

AIN provides significant flexibility for applications such as Operator Service and / or Directory Assistance selective routing. AIN solutions are relatively independent of the multi-vendor switch environment. One control processor (or processor pair) can support relatively low volume applications such as Operator Services and Directory Assistance from multiple switches. For certain AIN triggering methods (i.e., subscription triggers such as Off-Hook Delay) AIN provides flexibility regarding ownership and administration of the control architecture. However, the time required to fully implement Operator Service / Directory Assistance selective routing using AIN will be dependent on the implementation team. AIN can meet industry needs for an immediate solution for selective routing of Operator Services and Directory Assistance traffic, given that the necessary Service Program Application (SPA) is developed.

IV. PROXY SERVICE Solution

The Advanced Services Interface (ASI) Proxy feature can be used to support selective routing for Directory Assistance. The Proxy feature is a local switch-based method to interrupt normal call processing at the switch and physically route the call to an Intelligent Peripheral (IP) for alternative treatment. Logic and data provisioned in the IP would generate instructions for the local switch to drive call routing.

For Directory Assistance selective routing, Proxy Explicit Mode would be used. Explicit mode permits selective routing for only those calls with the specific dialing sequences associated with Directory Assistance. Once a customer goes off hook, an indication is obtained by the local switch from line data that Proxy treatment is required for certain explicit access codes (e.g., "411"). The local switch provides dial-tone and collects the customer's dialed digits. The call is then routed to the IP where dialed digits and local service provider-to-customer affiliation are processed. If Directory Assistance selective routing is indicated by IP processing, the IP returns the appropriate routing code to the originating switch. Based on the IP-provided routing code, the local switch routes the call to the appropriate carrier POP.

Local switches that support PROXY Service include the SESS and 1AESS Switches and the DMS-100/200 switches. The necessary IP application and administration development is not limited by standard switch development cycles. PROXY, however, does not support some classes of lines on some switches. IP interface and traffic capacity requires further investigation.

V. Summary

AT&T has established that Operator Service / Directory Assistance selective routing is technically feasible. In the previous sections, through definitions, call flows and incremental resource consumption analysis, options are described that AT&T believes can serve adequately to meet near-term industry requirements. In addition, AT&T is preparing a contribution to share with the appropriate industry forums (later this month) to initiate a process to develop more robust, longer-term solution(s). AT&T strongly supports a three-step process for:

1. Choosing one or a combination of near-term solutions and planning implementation.
2. Driving judicious expansion in technologies supporting near-term solution(s)
3. Planning and delivering through appropriate industry forums, longer-term solutions.

The AT&T Operator Service and Directory Assistance are separate independent services which are independent of each other. Although this Report addresses the technical feasibility of both, the Commission can rule independently on each service. If a solution is found to be unsatisfactory for one of the services, but can support the other service satisfactorily, AT&T requests the flexibility to select the option best suited for one of the services and to seek an alternate solution for the second service. Regulatory leadership, by requiring selective routing, will motivate the industry to provide consumers with a competitive choice.

One needs only to recall the tremendous forward strides in the communications industry triggered by long distance equal access experience to understand the value of progressive regulatory direction which motivated the industry to meet the needs of competitive choice. The industry was not ready for long distance equal access when it was ordered, but took the required steps to provide the capability. Early implementation was a daily struggle, but the industry was moving. This is the same sort of movement we need today with selective routing. Once we get started, the industry and market economics will drive a robust solution.

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V. COST ISSUES AND ANALYSIS

The principals of cost recovery include two steps: 1) an accurate identification of the costs associated with the provision of a particular service or particular network capability; and 2) the proportionate recovery of those costs from the customer for the service or network capability that require the cost to be incurred. Thus if the costs of providing a particular service or network capability are de minimus (or marginally unquantifiable), or if the recovery of the costs are foregone from any particular group of customers, then the recovery of costs must be foregone for all customers of the service or network capability.

In this context, if selective routing, as requested by AT&T, is provided through a line class code arrangement that is currently existent in the BellSouth switching machines, then the cost of providing the capability would only include the assignment of the line class codes to particular telephone numbers. Recognizing that AT&T service representatives would be writing the initial order, the only cost that BellSouth would incur is the entry of those codes into the central office translations at the point of service establishment. AT&T believes that these costs would be de minimus and should not result in a specific charge. In fact, the selection and establishment of a class of service is a normal part of the provisioning of a new customer service.

Specific Costs to the Line Class Code (LCC) Solution

Initial Setup:

- Initial startup involves the addition of the set of AT&T LCCs. It requires replicating selected BellSouth Line Class Codes - Rate Centers, with the appropriate screening and routing customization for routing Operator Services calls to the AT&T Point of Presence. The existing BellSouth switch translation and administrative procedures for defining new LCCs are applicable.

- Costs for the above translation and administration of data to the switch should be considered.

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- Management of the set of AT&T LCCs over the life of the code is minimal, and is subject to the same management as for BellSouth's LCCs .

Customer Provisioning:

- To identify the customer for AT&T services is part of the Total Services Resale ordering/provisioning process. Provisioning of AT&T customers by BellSouth in a TSR environment will require the same work efforts by BellSouth whether BellSouth or AT&T provide Operator Services.
- To provision an AT&T customer for local service, the line should be provisioned with an AT&T LCC instead of the equivalent BellSouth LCC. This is a part of the standard customer provisioning process to Total Services Resale. Additional requirements are not imposed by selective routing of Operator Services.
- When an AT&T customer terminates service, the line, being reassigned, must no longer be provisioned with the AT&T LCC. This should be part of the standard customer de-provisioning process for Total Services Resale. Additional requirements are not imposed by selective routing of Operator Services.

Specific costs associated with the Advanced Intelligent Network (AIN) Solution

Initial Steps

- Initial startup involves the development of an Service Program Application (SPA) to be deployed in the Service Control Point (SCP). The SPA will instruct the switch to route Operator Services and Directory Assistance calls to the AT&T Point of Presence. The SPA and SCP can reside in either the AT&T or BellSouth network.

Customer Provisioning

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- To provision an AT&T customer for local service, the line should be provisioned with the appropriate AIN trigger. This can be part of the standard provisioning process for AT&T customers.

- When an AT&T customer terminates service, the line, being reassigned must no longer be provisioned with the trigger associated for routing 0+, 0- or 411 dialed calls to AT&T Operator Service or Directory Assistance. This should be part of the standard customer de-provisioning process for Total Services Resale.

Specific costs associated with the Advanced Service Interface (ASI) Proxy Solution

Initial Steps

- Initial startup involves the development of an Intelligent Processor Application to be deployed in the Intelligent Processor (IP). The application will instruct the switch to route Directory Assistance calls to the AT&T Point of Presence. The application and IP can reside in either the AT&T or BellSouth network.

Customer Provisioning

- To provision an AT&T customer for local service, the line should be provisioned with the appropriate Proxy application. This can be part of the standard provisioning process for AT&T customers.

- When an AT&T customer terminates service, the line, being reassigned must no longer be provisioned with the Proxy application for routing 0+, 0- or 411 dialed calls to AT&T Directory Assistance. This should be part of the standard customer de-provisioning process for Total Services Resale.

Summary

If the selective routing requested by AT&T and other resellers results in an exhaustion of switch capacity (potentially requiring switch modifications such as the addition of memory capacity), or requires other network modifications, then the costs of these additions should be recovered from all customers of the capability. AT&T believes that these costs will be small; however, if BellSouth can demonstrate that these costs are significant, then AT&T will be willing to contribute proportionately to the recovery of these incremental costs along with all other cost causers.

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VI. AT&T'S PUBLIC POLICY SUMMARY

One of the critical components of AT&T's long distance world class service is the availability of AT&T long distance Operator Services and Directory Assistance, 24 hours a day, 7 days a week, nationwide and internationally. As AT&T enters the local service marketplace, we must continue this tradition of seamless world class service on a local basis. Therefore, AT&T expects that the BellSouth will provide the option to route AT&T's local Operator Services/ Directory Assistance traffic to the AT&T network for the successful handling of the calls over the AT&T Switched Network. Additionally, there must be dialing parity so that no additional digits or alternate phone numbers need to be dialed by AT&T's local customers. With these capabilities, AT&T will be able to provision local services that are, at a minimum, equivalent to those services offered by BellSouth today.

The attached matrices display AT&T's requirements for the provisioning of local Operator Services and Directory Assistance. The requirements include: 1) dialing parity; 2) local call routing; 3) branding; 4) pricing flexibility; 5) product/service differentiation; 6) quality measures; 7) costs of local OS/DA services; 8) access to ILEC databases; 9) customer data transfer between carriers; 10) impacts of Equal Access; and 11) emergency call handling. Each one of these requirements represents a significant milestone, which must be achieved, so that AT&T can provide local world class service that matches the long distance service our customers have come to expect and demand.

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VII. SUPPORTING COMMENTS OF OTHER PARTIES

As indicated in AT&T's Executive Summary within this Report, two state regulatory commissions have issued Orders in support of the unbundling of Operator Services and Directory Assistance in conjunction with Total Services Resale. These commissions are the Illinois Commerce Commission and the State of New York Public Service Commission. Attached to AT&T's Report are the pertinent pages from both of these relevant Orders.

In addition, in highlighting the rationale that was the basis for the Illinois Order, AT&T is also attaching several pages from the Illinois Hearing Examiner's Proposed Order of May 16, 1996 as well as selected pages from comments filed by the Illinois Commerce Commission Staff in response to the Hearing Examiner's Order.

AT&T has also attached the relevant pages from the comments filed by MFS, in response to the FCC's NPRM, as was referenced by AT&T in the Executive Summary.

AT&T will be happy to provide complete copies of these referenced orders and comments upon request.

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Illinois Hearing Examiner's Proposed Order

Issued May 16, 1996

Attached are several pages from the Illinois Hearing Examiner's PROPOSED ORDER which support the unbundling of Operator Services and Directory Assistance, as well as the need for Branding. The Proposed Order recommends:

--"Unbundling of OS/DA is a necessary requirement for effective competition.

Ameritech's objections to AT&T's request in this regard are not adequately supported by the record. Ameritech argues that unbundling of OS/DA is not technically feasible, but has failed to provide persuasive evidence in support of that claim. Moreover, AT&T has presented what it deems a workable solution, i.e., the use of "line class codes" to route OS/DA calls..." (p.45)

--"To the extent that it is technically feasible, the Commission accepts AT&T's and Staff's proposals that resold OS/DA be branded because Ameritech has agreed to provide branding of OS/DA where it is technically feasible." (p.53)

--"AT&T's recommendation that Ameritech and Centel be required to brand their resold services with the name of the resellers also will be approved." (p.53)

--"As to Ameritech technical arguments, the same solution that would resolve any supposed technical difficulties in offering unbundled OS/DA should be employed with respect to branding. Given the importance of this issue, the Commission will require Ameritech and Centel to provide branding of their resold services. If, and to the extent, that Ameritech and Centel maintain that it is not possible on technical grounds immediately to comply with this requirement, they must submit a full written explanation and showing in support thereof with their compliance tariffs filed in response to the Commission's Order in this proceeding, along with specific plans and a timetable for achieving compliance." (p.53-54)

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Illinois Commerce Commission Staff
Comments on Proposed Order

Attached are several pages from the May 31, 1996 Comments of the Illinois Commerce Commission Staff, made in response to the Illinois Hearing Examiner's Proposed Order recommending the unbundling of Operator Services and Directory Assistance calls. The Staff's comments are supportive of the Hearing Examiner's recommendation and of AT&T's position.

The Staff states that Ameritech's position--that it is not technically feasible to unbundle Operator Services and Directory Assistance--is not persuasive. The Staff further states that AT&T has presented a workable solution that would allow for the unbundling of these services. The Staff also finds Ameritech's interpretation of the Federal Telecommunications Act of 1996 to be "self-serving" in that Ameritech maintains that Operator Services and Directory Assistance are not network elements, and therefore, not subject to unbundling.

The Staff summarizes its position on this issue as follows:

"The Proposed Order accurately concludes that this unbundling is a necessary requirement for effective competition. Further, the Proposed Order appropriately links the technical feasibility of the unbundling requirement to the Section 251(c)(3). The Proposed Order's visionary approach promotes competition from the new entrants, yet protects the incumbent LEC by tying the requirement to the above Section of the federal Act. The Proposed Order should, therefore, remain unchanged from its original version as delineated by the Hearing Examiner."

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AT&T
Report and Findings
on
Technical Solutions
Relative to Routing of
Local Operator Services and Directory Assistance
to the AT&T Switched Network

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1. INTRODUCTION

One of AT&T's requirements for entry into the local market as a reseller of the BellSouth local service is the ability to **selectively route AT&T customers' local Operator Services calls (including Directory Assistance) and Customer repair and service inquiries** to an AT&T Point of Presence over appropriate interconnection facilities using established dialing protocols (i.e., 0-, 0+, 411, 611 etc.) Driving this requirement is the need to eliminate the customer confusion that would be caused by an AT&T local services customer dialing Operator Service, Directory Assistance or Customer Service and hearing the BellSouth brand announced. Additionally, AT&T customers will expect accurate rate quotes, the ability to complete Calling Card calls, and at a minimum service parity with AT&T's own Long Distance Operator Services. As ruled by the Georgia Commission in Docket No. 6352-U, the ability of a competing carrier to utilize their own operators or custom "branded" Operator Services will enhance the ability of that entity to effectively compete.

AT&T's interest in directly providing this service arises from four primary factors:

1. AT&T has an existing world class Long Distance Operator Services platform with proven experience handling Operator Services calls.
2. AT&T would like to use this platform to provide its new local customers with the best call experience possible - the same nationally consistent "look, feel, and sound" upon which AT&T customers have come to rely on and to expect.
3. The AT&T brand is a key part of the Operator Service's interface experienced by our Long Distance customers. Should BellSouth utilize its own brand of local Operator Services, AT&T customers could easily be confused as to who is their local service provider.
4. Accurate AT&T rate quotes and availability of Calling Card services.

Technically feasible solutions exist for BellSouth to provide selective routing of Operator Service and Directory Assistance calls from AT&T (local services resale) customers to an AT&T Point of Presence over appropriate interconnection facilities. As is documented in Docket No. 6352-U, AT&T requested BellSouth to provide selective routing arrangements that will enable AT&T customers to reach an AT&T Operator just as a BellSouth customer can reach a BellSouth operator today (i.e., by dialing 0+, 0-, 411, or 555-1212, etc.). AT&T also requested to be provided with access to AIN (Advanced Intelligent Network) triggers as an option to implement selective routing.

In this section, three potential solutions are described that AT&T believes can be effectively implemented in the near term, either singly or in combination to meet industry needs for open competition and network integration. Selective routing may be implemented using the Line Class Code¹ (e.g., Class of Service), Advanced Intelligent Network (AIN), and Advanced Services Interface (ASI) Proxy. The Line Class Code (LCC) solution is a switch-based solution that provides scalable capability to address direct routing in support of the competitive choice. There are successful call flow tests performed on several vendor

¹ LCC (Line Class Code) in the Lucent 5ESS® terminology, describes the class of service. A telephone Number and a Line Equipment Number provide an LCC and a Rate Area Number. These two inputs are used to access routing and service information.

switches using this solution. There are also other routing solutions such as **Advanced Intelligent Network (AIN)** and **Advanced Services Interface (ASI) Proxy** that provide viable architectural alternatives to a variety of selective routing capabilities in the local exchange. There may be other approaches that we will evolve over time, given that the telecommunication industry has tremendous capability to adjust to new market requirements. However, AT&T requires an immediate solution which Line Class Codes provides. Like Local Number Portability (LNP), there is an interim approach to resolving network routing needs and a longer term solution to network routing. We agree that long term solution is possible but this should not impede AT&T's ability to provide Operator Services (including Directory Assistance) to its customers.

As a reseller of BellSouth's local services, a set of Line Class Codes, which represents a subset of BellSouth's own set of LCCs, could provide an immediate solution for selectively routing Operator Services (including Directory Assistance) calls to an AT&T Point of Presence.

BellSouth's concerns with the potential increase in the number of carriers that may be interested in selective routing, and therefore increasing the possibility of memory resource exhaustion (e.g., depleting the available switch memory), appears unfounded and ignores technological advances and improvements that will address selective routing capability on a large scale. An example is the switch vendors' planned expansions on memory capacity enabling the increase in call store, program store, and office /customer data (e.g., LCC - RAC). BellSouth, with input from AT&T, and working with the switch vendor community, can manage and / or expand switch resources as necessary to keep pace with evolving industry requirements.

The AT&T Operator Service (e.g., 0+intraLATA toll and local calls, 0-) and Directory Assistance (e.g., 411 or 555-1212 or NPA-555-1212 (intraLATA)) are separate services which are independent of each other. Although this report addresses the technical feasibility of both Operator Service and Directory Assistance, the Commission can rule independently on each service. If a solution is found to be unsatisfactory for one of the services, but can support the other service in a satisfactory manner, AT&T requests the flexibility to select the option best suited for one of the services, and to seek an alternate solution for the second service. Regulatory leadership, by requiring selective routing, will motivate the industry to move towards competitive choice and equal access of local service. Once we get started, the industry and market economics will drive a robust solution.

2. DEFINING AT&T SELECTIVE ROUTING NEEDS

AT&T requested BellSouth to selectively route the **AT&T customers' Operator Service traffic** (e.g., customer dials 0+ for intraLATA toll and local calls, and 0- to reach an operator) from the end office to a trunk group to be routed to the AT&T Point of Presence.

AT&T also requested BellSouth to selectively route the **AT&T customers' Directory Assistance traffic** (e.g., customer dials 411) from the end office to a 10-digit number (e.g., 900-xxx-xxxx) specified by AT&T. This would result in the Directory Assistance call completing at an AT&T Directory Assistance work center. Customers would not be billed

for a 900-number call but for Directory Assistance service. The 900-number is solely used for routing purpose.

3. GUIDE TO THE DOCUMENT

The remainder of this document presents three technical solutions which are alternatives for implementing selective routing of Operator Service traffic, with expansion to include Directory Assistance traffic.

Section 4 -- Line Class Code

Section 5 -- Advanced Intelligent Network

Section 6 -- Advanced Service Interface (ASI) Proxy

Line Class Code Solution uses end office routing techniques to alter the destination of AT&T's local Operator Service traffic (including Directory Assistance). It requires replicating and customizing selected office Line Class Code - Rate Centers and associated routing translations. It is a capability that is currently available in different switch types to selectively route the Operator Service calls to the AT&T Point of Presence.

Advanced Intelligent Network (AIN) Solution is a network architecture to provide a means for BellSouth to offer advanced features and services to customers. AIN is another potential access method that can be used for selective routing of local Operator Service / Directory Assistance traffic to the AT&T Point of Presence. AIN trigger provisioning in the switch is required in conjunction with signaling connectivity to routing application logic / data platform such as Service Control Point (SCP). The SCP contains the service logic instructions for routing of Operator Service and Directory Assistance calls. The key to implementation of the service logic is the provisioning in the BellSouth switch of the AIN triggers.

Advanced Services Interface (ASI) Proxy Solution enables the local Operator Service / Directory Assistance calls to be connected to a BellSouth Intelligent Peripheral (IP) whose application software would determine the appropriate call treatment and instruct the BellSouth end office how to route and handle the call.

For each of the three solutions, there is a brief description of the technology, call flows, and summary evaluations including AT&T's estimates of incremental resource impacts, where appropriate.

4. LINE CLASS CODE SOLUTION

4.1 Technical Feasibility of the Line Class Code Solution

4.1.1 Overview

The **Line Class Code Solution** uses end office routing techniques to alter the destination of AT&T's local Operator Services traffic (including Directory Assistance). It requires replicating and customizing selected office Line Class Code - Rate Centers and associated routing translations. It is a capability that is currently available in different switch types to selectively route the Operator Services calls to the AT&T Point of Presence.

To **distinguish** the AT&T customer lines and to **selectively route** their Operator Services traffic to the AT&T Point of Presence, it is necessary for BellSouth to provision a set of new classes of service assigned to AT&T (e.g., Line Class Code - Rate Center (LCC-RAC) for the 5ESS®, Chart Column² for the 1A ESS™, and Line Attribute³ (*lineattr*) for the DMS-100), or an equivalent scheme for other end office switch types and generics. AT&T customer lines with similar attributes and capabilities are provisioned with the same LCC. Other LCCs may be defined to accommodate AT&T customers with different sets of line attributes and capabilities. The same LCCs are defined in each BellSouth end office switch with AT&T customer line terminations, and these LCCs represent a subset of the BellSouth's own set of LCCs and an incremental increase in the LCCs for the end office. This solution may also be utilized to address the selective routing of local Directory Assistance calls.

If LCC implementation is required, as a reseller of the BellSouth local services, AT&T's requirement is a set of Line Class Codes which represents a subset of the BellSouth's own set of LCCs. This would result in an incremental increase in demands for the LCCs for the end office.

The purpose for duplicating the LCC (e.g., duplication of 1FR, for example), is the available switch-based mechanism for implementing the capability to distinguish AT&T customer lines and to route AT&T Operator Service / Directory Assistance traffic to the AT&T Point of Presence for the specific service type (e.g., 1FR) currently offered by BellSouth. Using this switch-based solution, the 1FR service type is duplicated as is, except for the need to specify a different routing for the Operator Services traffic (0+, 0-, 411), to the AT&T Point of Presence, and is assigned a new name (AFR, for example). The duplication of the LCC is not a new or different service; it is used for the provisioning of AT&T local service customers to identify the AT&T customer and for selective routing of Operator Service / Directory Assistance calls in a Total Service Resale environment. AT&T customers will be provisioned by BellSouth with the AFR service type instead of the 1FR service type that identifies a BellSouth local service customer.

² Chart Column is the screening class of service for the Lucent 1A ESS™.

³ *lineattr* is Nortel's terminology for the data that defines LCC-RAC (Line Class Code - Rate Center Area) and other screening / routing data for a particular line or sets of lines.

In the following subsections, a **switch-specific** description of the **technology**, **call flows**, and **resource consumption assessment** are provided for the 5ESS®, 1A ESS™, and DMS-100 end offices.

4.1.2 5ESS® End Office

4.1.2.1 Selective Routing of AT&T Operator Service / Directory Assistance Call

When customers switch to AT&T, their line is provisioned with an AT&T LCC-RAC for the same class of service. For local 0+ calls, a unique Route Index is provided to route via a dedicated AT&T OSPS-EIS (Extended Inband Signaling) trunk group (with Modified Operator Service FG-C signaling) to a specified AT&T Point of Presence. For 0-calls, a unique Route Index is provided to route via an AT&T OSPS-EIS trunk group (with Modified Operator Service FG-C signaling) to the AT&T Point of Presence. For the 0+ and 0- traffic, the same trunk group as is used today for routing the AT&T interLATA 0+ and 00- traffic to the AT&T Point of Presence, if the trunk group exists. If the Operator Service traffic is routed via an access tandem, it must be routed from the BellSouth end office to the access tandem via a dedicated trunk group with Modified Operator Service FG-C signaling. For the 411 service, it is necessary to have the 411 number converted to a 900-number and route the call over FGD trunks to the AT&T Point of Presence. The non-AT&T lines terminating at the end office are not affected.

4.1.2.2 Provisioning an AT&T Line Class Code

For the 5ESS®, the Line Class Code (LCC) - Rate Center (RAC) solution uses routing techniques to identify the destination of 0-, 0+intraLATA toll and local, and 411 traffic. The technique requires some replication of BellSouth's LCC-RACs and screening for AT&T. A Line Class Code (LCC) is defined as a generic template (switch vendor documentation TG-5, DIV 3, SEC. 3S, May, 1996). Based on information provided by switch vendor documentation, the maximum assignable number of Line Class Codes is 6000. It is a list of parameters (pointers) that can specify unique routing treatment (for 1-3 digits, 7 digits, or 10 digits dialed by a user of the line), line characteristics combinations to support service offerings to customers at the end office, blocking parameters, rate center designation, screen, and charge indexes. The LCC template defines the line characteristics and routing / blocking treatment and is assigned to a customer's line during the customer provisioning process. The same LCC template is used for all customers that have the same line characteristics and routing / blocking treatment. Provisioning of the LCC is part of the normal switch processing for the line; the switch looks for the variables within the LCC for code execution during call processing.

Each LCC is associated with a Screening Code (SC), and a Digit Analysis Selector (DAS). The DAS will reference the same Local Digit Interpreter Table (LDIT) and Primary Digit Interpreter Table (PDIT) used by the existing lines in the switch. The Rate and Route

screening, keyed by the line's SC and the LDIT / PDIT code index, will provide routing data for the call.

To alter the destination of an alternate service provider's 0-, 0+intraLATA toll / local, and special services (e.g. 411) calls, the following replications and customizations are required: selected Line Class Codes - Rate Centers (v4.1), Digit Analysis Selectors (DAS - v9.1, for routing 411 calls only), Screening Codes, and screening (Rate and Route - v10.10), and Code Conversion (v9.4 for 411 only).⁴

4.1.2.3 Sample Operator Services Call Flows

Assume AT&T customer is provisioned with the AT&T Line Class Code and Route Index. The following are the standard switch call flows.

0- Call:

1. AT&T Resale customer dials 0-.
2. AT&T Line Class Code is checked. (Customer was provisioned with this LCC which identifies an AT&T customer.)
3. Appropriate screening is performed.
4. Digit analysis 0- and retrieve Code Index.. Therefore, the creation of the new class of service is to accommodate the identification of the local service provider under a total service resale environment, and to route traffic to the AT&T Point of Presence.
5. Rate and Route screening and retrieve Route Index based on AT&T implication in LCC (step 2).
6. End office routes call via the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

0+ Call:

1. Customer dials 0+7/10 digits.
2. AT&T Line Class Code Table is checked.
3. Appropriate screening is performed.
4. Digit analysis and retrieve Code Index.
5. Switch establishes call type.
6. Rate and Route screening and retrieve Route Index.
7. End office routes call via the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

⁴ As noted in switch vendor documentation TG-5 for detailed information on Recent Change Views.

411 Call:

1. Customer dials 411.
2. AT&T Line Class Code Table is checked.
3. Appropriate screening is performed.
4. Digit analysis and retrieve Code Index.
5. Switch establishes call type.
6. Rate and Route screening and retrieve Route Index.
7. Code conversion of 411 to a 900-number (specified by AT&T).
8. End office routes call via the AT&T-specified FG-D trunk group to AT&T Point of Presence.

4.1.2.4 Resource Consumption

In this proceeding, BellSouth expresses concern that selective routing would require duplication of every class of service defined in the BellSouth end office. AT&T asserts that this is not the case. All classes of services do not require replication to support AT&T local service customers. Although BellSouth is required to offer every resold class of service to every reseller. However, the number of class of service selected by a reseller, such as AT&T, is the reseller's option. AT&T wants to resell all services offered by BellSouth. In the interest of conservation of switch resources, however, AT&T will limit the classes of service for which selective routing of Operator Service / Directory Assistance will be provided. In addition, for any given selective routing option (i.e., Operator Service or Directory Assistance), only one (at most two for Operator Service) routing parameter is needed to drive outgoing trunk selection.

The following table summarizes how the incremental increase in LCCs due to AT&T's market entry may impact the BellSouth switch. The 5ESS is used in this illustration. A switch resource model, which estimates the memory consumption (e.g., memory increase) of the Line Class Code solution is used to assess the impacts due to the addition of AT&T's LCCs. The data is derived by inputting the approximation of AT&T incremental LCC data to the switch resource consumption model to analyze impacts due to key parameters which are drivers and limitations of memory consumption. As AT&T does not have BellSouth-specific switch parameter data, some input parameters were approximated using several test points. The consumption model is used to identify an incremental switch resource consumption based on AT&T selected parameters which are drivers of consumption. Similar conclusions are applicable to other switches. There are two cases presented showing *incremental memory consumption and their impacts as driver to switch resource exhaustion*. (Resource exhaustion occurs when additional switch memory resource available on BellSouth switches):

In the analysis, we considered the following parameters:

1. Machine Boundaries:

- NRODD (Nonredundant Memory)
- RODD (Redundant Memory)
- UODD (Unprotected Memory)
- CMP (Communication Module Processor Memory)

2. Logical Increments:

- LCC-RAC (Line Class Code - Rate Center)
- Screening Index -- for determining if call should be allowed
- DAS (Digit Analysis Selector) -- for routing and charging of calls
- Route Index -- for routing of calls

Assumptions:

LCC [32, 64] = [x . y]

Rate Center [1, 5]

LCC-RAC = [32 to 64] X [1 to 5]

CMP usage for LCC-RAC = ([x to y] * 32) / 0.65 (in bytes)

Route Index [1, 3] (1 or 2 for Operator Services, 1 for Directory Assistance)

Screening Index [1, 2] (1 for Operator Services, 1 for Directory Assistance)

Code Destination Index = Duplicate only subset to support the AT&T subset of LCCs

(set to approximate value of 110)

DAS (Maximum 99)

The following statements can be made on the incremental usage:

LCC = 32 - 64

LCC-RAC = 32 - 320 out of 6000 max.

CMP memory usage = 5.5K - 13.3K bytes out of 8M bytes max.

If Directory Assistance calls not routed, DAS = 0; otherwise duplicate number of DAS to support AT&T subset of LCCs.

Screening index = assume approximation of 110 entries since modeling relatively complex screening / routing environment.

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Incremental Assessment Model Output:

MEMORY IMPACT (5ESS switch with 5E10 Generic)

Memory	Total Memory	LCC= 32. RC=1. DAS=0	LCC=64. RC=3. DAS=0
Admin Module (AM) Memory	6 mg.	8K	8K
Communications Module Memory (CMP)	8 mg.	5.5K	13.3K
Redundant Memory (RODD) - in each SM	4 mg.	6K	6K
Nonredundant Memory (NRODD) - reside in one SM	NRODD-LODD =64mg	7.6K	7.6K
Unprotected Memory (UODD) - reside in one SM	NRODD-LODD =64mg.	0.1K	0.1K

Conclusion:

Only CMP memory is impacted. The data (in bytes) suggested relatively low resource usage.

If BellSouth switch data is available as input to the consumption model, it would eliminate the need for approximation of the input parameters in the above runs to assess the incremental exhaustion impact.

5ESS Switch and Disk Memory Increase to Support Alternate Service Providers

Depending on the particular switch's current capacity, a 5ESS® switch may have to increase memory to support translation for alternate service providers. Memory expansion can be accomplished in key components. As per switch vendor documentation, the range of memory on 5ESS® Switching Modules (SMs) has had several processor board changes that impacts the maximum size of the switch memory. This data can be used to determine the feasibility of increasing memory for a specific switch.

Increasing switch memory may create a need to expand disk memory on the 5ESS. Switch vendor documentation provides descriptions of base and optional configurations possible. Sufficient disk space must be made available for the planned SM memory increases due to alternate service providers.

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4.1.3 1A ESS™ End Office

4.1.3.1 Selective Routing of AT&T Operator Service Call

New classes of service can be created on the 1A ESS™ switch for the AT&T local service resale customers and then using normal switch screening capabilities to select routes for 0+intraLATA toll / local and 0- calls to the AT&T Point of Presence. The method used by the switch is "alternate LEC routing". The 0- traffic is routed by assigning a unique 0+ routing data element (Traffic Service Position Index) to the class of service.

AT&T customers' 0- traffic can be routed using normal screening methods by assigning AT&T's customers a unique class of service.

4.1.3.2 Provisioning an AT&T Line Class Code

The 1A ESS™ LCC Rate Center (RAC) approach uses routing techniques to manipulate the destination of 0- and 0+intraLATA toll and local calls. The techniques require BellSouth's Chart Columns to be replicated for AT&T. Each replicated chart column serves to distinguish the customers of the alternate service provider from BellSouth's customers. The 0- traffic is sent to the AT&T Point of Presence by using screening entries (Special Route Index) within the Chart Column. The 0+ intraLATA toll and local traffic uses the standard 1A ESS techniques (Traffic Service Position System (TSPS) pairs and indices). The number of 0+ routes may be two, four, or eight routes per TSPS Group (formerly "Pairs").

The 1+ and no-prefix local calls require BellSouth's screening tuples to be duplicated in the AT&T Chart Columns so as to maintain standard handling and billing practices.

For the 1A ESS™ switch, there can be a maximum of 8 sequential route indexes that can be assigned. The solution does work. Some switch reconfiguration may be necessary.

If the required route index is available, or can be made available via reconfiguration, the solution effectively provides the selected routing requested by AT&T.

For information on TSPS Index, TSP Group Number, TSPS Routes, please refer to Lucent Technologies documentation, TG 1A:

DIV 3, SEC. 3e, March, 1995, Page 5 for Form 1304

DIV. 3, SEC 3f, November 1995, Page 6 for Form 1305

DIV. 3, SEC. 5d, March, 1996, Page 2 for Form 1500.

4.1.3.3 Sample Operator Service Call Flows

Assume AT&T local service customer is provisioned with the AT&T *Chart Column*. The following is standard switch call flow.

0- Call:

1. Customer dials 0-.

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2. AT&T Chart Column Table is checked.
3. Appropriate screening is performed.
4. Digit analysis.
5. Retrieve Special Route Index within Chart Column.
6. End office routes call via the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

0+ Call:

1. Customer dials 0+7/10 digits.
2. AT&T Chart Column Table is checked.
3. Appropriate screening is performed.
4. Digit analysis
5. Switch establishes call type.
6. Retrieve TSPS Route Index.
7. End office routes call to the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

4.1.3.4 Resource Consumption

Generic Resource consumption model:

- There are 1023 available Chart Class Column tables available in the 1A ESS™.
- There are 8 TSP Index maximum.
- The only memory required for the 1A ESS™ switch to support selective routing is one Chart Class Column table (64 words of memory) for each new class of service. Therefore, total memory impact is (n x 64) memory words for new classes of service.

Conclusions:

- If the required route index is available, or can be made available via reconfiguration, the solution effectively provides the selected routing requested by AT&T.
- If re-engineering is required to restore memory:
 - To model one line class code (e.g., 1FR):
 - no. of chart column = 1 out of 1023 max.
 - memory used = 64 words out of 8-Kcodes (64K words)

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4.1.4 DMS-100 End Office

4.1.4.1 Selective Routing of AT&T Operator Service Call

For the DMS-100 switches, Line Attributes (*lineattr*) is the equivalent of the LCCs. New *lineattr* tuples (Line Attribute Table entry) equivalent to a *subset* of BellSouth's *lineattrs* tuples must be defined for AT&T local service customer lines to define the classes of service to provide appropriate routing of 0-intraLATA toll / local and 0- dialed calls.

To implement the routing of AT&T 0-intraLATA toll / local and 0- traffic on the DMS-100, An AT&T *lineattr* is added to the Line Attribute Table. The AT&T customer line is provisioned with the AT&T *lineattr*.

The customer's 0- call can be routed to the AT&T Point of Presence by specifying in the *lineattr* tuple ZEROMPOS field with an index name of *TSPS*, or *RTE1*, or other which would point to one of the 16 entries in the POSITION table to specify Office routing (OFRT) to a dedicated trunk group to the AT&T Point of Presence. If there is already an established trunk group from the end office to the AT&T Point of Presence serving the AT&T Operator Services traffic, then AT&T may route the 0- traffic via the same trunk group.

To implement the routing of AT&T 0- traffic from the DMS-100 to the AT&T specified trunk group to reach the AT&T Point of Presence. The customer's line is provisioned with the AT&T *lineattr*.

4.1.4.2 Provisioning an AT&T Line Attribute

The AT&T *lineattr* provides pointers to the local calling area screening, Class of Service screening, and digit analysis. The call will be processed using Line to Treatment Translation (Nortel documentation 297-8001-350, Standard 04.02, February 1996). The pretranslator determines the next steps of the translation. The screening process tests the digits and establishes the Call type of *OA* (Operator Assisted). After the screening processes, the class of service sub-table determines for the digits dialed, the routing table (OFRT) routes the call to its specified destination (Route Reference Index), which is a dedicated trunk group to the AT&T Point of Presence.

4.1.4.3 Sample Operator Service Call Flows

Assume AT&T customer is provisioned with the AT&T *lineattr*. The following is standard switch call flow.

0- Call:

1. Customer dials 0-.
2. Line Attribute Table is checked.
3. Appropriate screening is performed.
4. Digit analysis.
5. Use ZEROMPOS index from Line Attribute Table to Position Table.

6. Position Table points to OFRS Table.
7. OFRS (Route) Table to retrieve Route Reference Index.
8. End Office routes call via the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

0+ Call:

1. Customer dials 0+7/10 digits.
2. Line Attribute Table is checked.
3. Appropriate screening is performed.
4. Digit analysis
5. Switch establishes call type of OA (Operator Assisted).
6. Depends on the digits dialed, go to OFRS Table.
7. OFRS (Route) Table to retrieve Route Reference Index.
8. End office routes call via the AT&T-specified Modified Operator Services FG-C trunk group to AT&T Point of Presence.

4.1.4.4 Resource Consumption

Of significance is that the AT&T *lineattr* tuples represent a *subset* (for example, 1/2) of the *lineattr* tuples already assigned to BellSouth. For the selected Class of Service that AT&T is requesting as our initial offerings at market entry, there is no plan to change the existing call screening / call blocking other than the routing of Operator Services calls to our platform. It is therefore safe to assume that if the AT&T *lineattrs* and associated translations is being consistent with the existing practice within BellSouth, that a *subset* of the Classes of Service we are proposing is consuming significantly less resources than the BellSouth projection of resource consumption assuming across the board duplication of all existing BellSouth Classes of Service.

Current Line Attribute table size is 1024 entries (tuples). However, the table is expected to expand to a maximum of 2048 entries in the up-coming release (NA006). Furthermore, the NA007 release available 2Q97 will increase the table size to 4096 entries.

4.2 Assessment of the Line Class Code Solution

4.2.1 Advantages of the Line Class Code Solution

1. Line Class Code solution for selective routing currently provides the most immediately feasible solution.
2. This switch-based solution uses the existing BellSouth switch translation and only modifies the routes for local Operator Service and Directory Assistance calls for AT&T local services customers.
3. BellSouth customer lines are not impacted by this solution.

4.2.2 Resource Consumption - Impacts Summary

It is AT&T's expectation that other resellers will request from BellSouth only an incremental subset of Line Class Codes. Given that expectation, any resource consumption analysis that assumes duplication of all LCCs is likely to be erroneous. Also, the following are some additional ways to improve the resource consumption picture.

1. Relief Due to Technology Growth

As BellSouth is concerned with the potential increase in the number of carriers that may be interested in selective routing and therefore adding the possibility of exhaustion, it is reasonable to expect that going forward, technological advances and improvements will address selective routing capability on a large scale. This is illustrated by the switch vendors planned feature enhancements in response to customer needs to meet the new demands of the industry and examples of these include: (a) the improvements in memory capacity cited above for the 5ESS® switches, and (b) the increase in number of *lineattr* tuples targeted for the next two generics of the DMS switches.

2. Interest in Selective Routing Among Alternate Service Providers

BellSouth has indicated that there are other potential alternate service providers, but has not provided evidence as to the actual number of other potential providers, and the number of potential providers who have an interest in selective routing of Operator Service / Directory Assistance calls. As the number of carriers increase in requesting selective routing of calls, then BellSouth's position ought to be seeking a long-term solution that would make it possible to support all carriers desiring selective routing. The accommodation of a large number of alternate service providers requesting selective routing capability ought to be an industry-wide issue to start at this time prior to such a need becoming a reality so that a robust solution is available in the timely manner.

3. Memory expansion, re-engineering, and removal of unused Line Class Codes can produce improvements.

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4.2.3 Limitations of the Line Class Code Solution

The following summarizes the limitations we have identified while analyzing the Line Class Code solution for selective routing of Operator Service / Directory Assistance calls to the AT&T Point of Presence. The data is indicative that for Operator Service calls, the Line Class Code solution is a currently available solution.

4.2.3.1 5ESS® End Office

1. When AT&T LCCs are used for routing Operator Service "0+" and "0-" calls, an Access Verification record is not generated by the end office switch. This does not affect call processing or the ability to route and complete the call. This makes it necessary for a negotiated arrangement in lieu of Access Records for access billing, if any. It should be pointed out, however, that there is no problem with customer billing recording (e.g., billing AMA recording) which is properly generated on the AT&T Operator Service and Directory Assistance platforms.

When the AT&T LCCs are used for routing "411" calls, an Access Verification record is generated by the end office switch with no carrier code in the Access record

2. Using the LCC solution, the routing of 411 calls must be via direct trunking from the LEC end office to the AT&T 4ESS. The reason is that carrier code was not derived, so that the call will not be properly routed at the access tandem.
3. Inability to route Directory Assistance (555-1212) calls without development if the dial string of 555-1212 is used. This, however, has no impact in areas where 411 is the designated dial-string.

4.2.3.2 1A ESS™ End Office

1. When the AT&T Operator Service "0+" and "0-" calls are routed from the 1A ESS™ end office, an Access Verification record is not generated by the end office switch. This makes it necessary for a negotiated arrangement in lieu of Access Verification Records to bill AT&T, if applicable, for access charge. It should be noted, that there is no customer billing problem.
2. Inability to route Directory Assistance (e.g., 411 / 555-1212) calls without development using dial string "411" or "555-1212".

4.2.3.3 DMS-100 End Office

1. Inability to route Directory Assistance (e.g., 411 / 555-1212) calls without development using dial string "411" or "555-1212".

4.2.4 Summary Evaluation of the Line Class Code Solution

1. The Line Class Code solution is currently available for routing Operator Services (0-70-) calls. The assessment suggested few limitation across the various vendor switch types. Therefore, it is a currently available solution for immediate deployment of selective routing of Operator Service calls.
2. It is AT&T's expectation that resellers will request from BellSouth only an incremental subset of Line Class Codes. Given that expectation, any resource consumption analysis that assumes duplication of all LCCs is likely to be erroneous. Also, the preceding section 4.2.2 on "Resource Consumption - Impacts Summary" suggested additional ways to improve the resource consumption picture.
3. BellSouth's claim of increasing complexity as the number of resellers grow needs to be fully supported by data of the actual number of resellers that would want to operate their own Operator Services. BellSouth would also need to clarify how this complexity differs from Alternate Service Providers that do not request alternate routing of Operator Services and Directory Assistance calls.

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5. AIN SOLUTION

5.1 Technical Feasibility of the AIN Solution

5.1.1 Overview

The Advanced Intelligent Network (AIN) is an evolving network and service control architecture that many LECs are deploying. AIN is an enhancement of the approach taken to provide 800 number portability and 500 number service. The fundamental concept is to move service control functions out of the switch and into a LEC-programmable service processor, so that services can be developed, modified, and deployed independent of traditional switch development cycles. AIN relies on communication during call processing among its components--the Service Switching Point (SSP) and the Service Control Point (SCP) via the Common Channel Signaling / Signaling System 7 (SS7) signaling network. In addition, AIN definition includes methods to provision, maintain, and administer the SCP.

The need for AIN 0.1 service control is detected by the SSP at several points in call processing. These points are called Trigger Detection Points (TDPs.)

Limited AIN 0.1 functionality is provided by switches that are not SSPs. Switches that are Network Access Points (NAP) can detect when a call needs AIN processing and route the call to an SSP. Even switches that are not NAP switches can use translations of class of service data to route certain calls to an SSP for AIN 0.1 processing.

Once an AIN 0.1 SSP detects that AIN service control is needed, it sends a CCS / SS7 message to the SCP containing information such as calling and called party numbers and the point in call processing. The SCP uses service control logic and subscription information to return a message to the SSP instructing it to perform further processing, such as routing.

The description provided below refers to AIN 0.1.

5.1.2 Applicable AIN Triggers

Several AIN 0.1 triggers are reasonable candidates to allow AT&T- specific routing of Operator Service and Directory Assistance calls. The Off-hook Delayed (1, below), and the Individualized Dialing Plan (2, below) triggers allow control of both Operator Service and Directory Assistance calls. The N11 and 3/6/10 digits triggers (items 3 and 4, below) are suitable for only Directory Assistance.

1. **Off-hook Delayed Trigger for Operator Service and Directory Assistance Calls.** This subscribed trigger causes a query after the customer dials digits, and occurs during the *Information Collected* TDP. The digits dialed are included when the SSP sends a query to the SCP. All subscribers to an alternate local service provider (e.g., AT&T) that chooses to provide its own Operator Service and / or Directory Assistance would be provisioned in this manner and all calls from these subscribers would receive this treatment.

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2. **Individualized Dialing Plan/Custom Dialing Plan trigger for Operator Service and Directory Assistance Calls.** This is a subscribed trigger that is created during *Information Analyzed* TDP. If this trigger is used, AT&T subscribers that desire the service would have the IDP defined in such a way as to trigger a query to the SCP for Operator Service and Directory Assistance calls. Only calls to Operator Service and Directory Assistance from customers of the alternate local service provider (e.g., AT&T) would be processed using AIN.
3. **N11 Trigger for Directory Assistance 411 Calls.** This office-wide trigger causes a query once N11 digits are entered. This is a non-subscribed trigger. This trigger occurs at the *Information Analyzed* TDP. If the SCP provided a translation based on the identity of the customer's local service provider, this trigger can route 411 dialed calls to any alternate service provider. All calls to 411 on the switch would be processed by the AIN N11 trigger.
4. **3/6/10 Digit Trigger for 555-121 and intraLATA NPA-555-1212 Calls.** This trigger is a non-subscribed, office-wide trigger encountered when the switch detects the specified leading NPA, NXX, NPA-NXX, or NPA-NXX-XXXX triggers. 555-121 can be specified as a 6 digit trigger, in order that the identity of the local service provider for the calling party may be used to control routing of this string. NPA-555-1212, where NPA is specific to the given SSP or ILEC as a local call, could be specified as a 10-digit trigger in the same way. This trigger occurs at the *Information Analyzed* TDP. All calls to these numbers in the office would be processed using AIN. Using this trigger requires all local service providers on the switch to agree to such treatment.

5.1.3 Call Flows

5.1.3.1 Off-hook Delayed Trigger for Operator Service and Directory Assistance Calls

Assume an off-hook delayed trigger for the AT&T customers. Thus, every call made by the AT&T customer that did not match an escape code such as 911, would produce a query.

1. Customer goes off hook.
2. BellSouth end office looks up customer record.
3. BellSouth end office transmits dial tone.
4. Customer dials.
5. SSP recognizes the off-hook delayed trigger in the customer record.
6. SSP waits until all digits are entered, using interdigit timeout to determine end of dialing.
7. SSP creates an Info-Collected query, including all digits dialed in the query and the trigger identifier.

8. If the digits collected begin with 0, the SCP determines whether the call is a 0-, 00-, 01+, local, intraLATA toll, or interLATA toll call. The SCP identifies the local service provider for the Calling Party Number.
 - a) If the call is 0-, the SCP returns an Analyze-Route message, specifying the trunk group for local Operator Service for AT&T. The SSP will route the call via the specified trunk group and signaling to the AT&T Point of Presence. No digits will be sent.
 - b) If the call is a local call, the SCP returns an Analyze-Route message with the dialed digits and the trunk group for local Operator Service for AT&T. The SSP will route the call using the specified trunk group to the AT&T Point of Presence.
 - c) If the call is 00-, 01+, or 0+7 or ten digits and is inter-LATA toll, the SCP returns an Analyze-Route message containing the digits originally dialed. The SSP will route the call according to the office dialing plan (ODP) and the selected Long Distance carrier of the calling party.
 - d) If the call is 0+7 or 10 digits, and is intraLATA toll, and the BellSouth network has not implement intraLATA toll PIC (IPIC), the SCP returns an Analyze-Route message including the dialed digits and identifying the trunk group for local Operator Services for AT&T. The SSP will route the call using the specified trunk group to the AT&T Point of Presence.
 - e) If the call is 0+7 or 10 digits and is intraLATA toll, and the BellSouth network supports IPIC, the SCP returns an Analyze-Route message containing the digits originally dialed. The SSP will route the call according to the office dialing plan (ODP) and the selected interLATA toll carrier of the calling party.
10. If the call is 411, 555-1212, NPA-555-1212 (local or intraLATA toll), the SCP returns an Analyze-Route message containing the Directory Assistance number specified by AT&T.
11. For all other calls, the digits the customer dialed are returned in an Analyze-Route message to the SSP to continue call processing.
12. The SSP routes the call in the line-applicable dialing plan.

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5.1.3.2 Operator Services and Directory Assistance for AT&T Customers, Using an IDP/CDP Trigger

Assume an IDP trigger for AT&T local service customers. All customers of AT&T local service would be assigned an IDP. (If they already have an IDP for other reasons, such as Centrex, that IDP must be modified to include this triggering, or the customer must use the Off-hook delayed trigger, above.) In the general case, every call that begins with 0, 411, 555-121, or NPA-555-1212 (intraLATA) by the AT&T local service customer would produce a query.

1. Customer goes off hook.
2. BellSouth end office looks up customer record.
3. BellSouth end office transmits dial tone.
4. Customer dials.
5. BellSouth end office collects the digits and recognizes:
 - a) 0, 555, 411, or
 - b) NPA-555-1212, where NPA is defined to ensure the call is local or intraLATAas IDP access codes.
6. SSP waits until all digits are entered, using interdigit timeout to signify end of dialing.
7. SSP creates the Info-Analyzed query, including all digits dialed in the query and the identity of the trigger.
8. If the digits collected begin with 0, the SCP determines whether the call is a 0-, 00-, 01+, local, intraLATA toll, or interLATA toll call. The SCP identifies the local service provider for the Calling Party Number.
 - a) If the call is 0-, the SCP returns an Analyze-Route message, specifying the trunk group for the AT&T Point of Presence. The SSP will route the call using the specified trunk group and signaling to the AT&T Point of Presence.
 - b) If the call is a local call, the SCP returns an Analyze-Route message with the dialed digits and identifying the trunk group for AT&T Point of Presence. The SSP will route the call using the specified trunk group to the AT&T Point of Presence.
 - c) If the call is 00-, 01+, or 0+7 or ten digits and is inter-LATA toll, the SCP returns an Analyze-Route message containing the digits originally dialed. The

SSP will route the call according to the office dialing plan (ODP) and the selected Long Distance carrier of the calling party.

- d) If the call is 0+7 or 10 digits, and is intraLATA toll, and the LEC network does not implement intraLATA toll PIC (IPIC), the SCP returns an Analyze-Route message with the dialed digits and identifying the trunk group for the AT&T Point of Presence. The SSP will route the call using the specified trunk group and signaling to the AT&T Point of Presence.
 - e) If the call is 0+7 or 10 digits and is intraLATA toll, and the LEC network supports IPIC, the SCP returns an Analyze-Route message containing the digits originally dialed. The SSP will route the call according to the office dialing plan (ODP) and the selected intraLATA toll carrier of the calling party.
9. If the call is 411, 555-1212, NPA-555-1212 (intraLATA), the SCP returns an Analyze-Route message containing the Directory Assistance number specified by AT&T.
10. The SSP routes the call in the line-applicable dialing plan.

5.1.3.3 Directory Assistance, Using N11 and 3/6/10 Digit Triggers

Assume an N11, and 3/6/10 digit trigger for all customers. Thus, every call made by a local customer that begins with the digits 411, 555-121, NPA-555-1212 (BellSouth-specific NPA), would produce a query. Since these triggers are office-wide, all local service providers served on the switch must agree to this method.

1. Customer goes off hook.
2. BellSouth end office looks up customer record.
3. BellSouth end office transmits dial tone.
4. Customer dials.
5. BellSouth end office collects the digits and recognizes 411, 555-121, or NPA-555-1212, where NPA is defined to ensure the call is local or intraLATA.
6. SSP creates the query.
7. The SSP sends the query in a Info-Analyzed message including the entire digit string dialed, and the type of trigger that occurred for the longest sequence, and waits for the SCP response.

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8. The SCP identifies AT&T as the provider of local service for the Calling Party Number, and then returns routing instructions and digits in an Analyze-Route message for all of these calls as specified by AT&T.
9. The SSP routes the call to for the provided number according to the ODP.

5.2 Assessment of the AIN Solution

5.2.1 Advantages of the AIN Solution

1. AIN 0.1 is designed to provide this types of flexible call control described here. There is a good "fit" between its architecture and these needs.
2. An AIN 0.1 solution can be tailored to support a variety of local regulatory and service needs. The application can also be updated as these needs change.
3. An AIN 0.1 solution is valid for ISDN and analog customers, both business and residence, that are served on the 1A ESS™ and 5ESS® switches.
4. One SCP pair can support multiple switches in the BellSouth network.
5. One AIN application, with logic for appropriate specification of correct routing information, could support routing of Operator Service and / or Directory Assistance calls wherever alternate local service providers enter the local service market using Total Services Resale.
6. AIN 0.1 has multiple applications besides that described here. Infrastructure acquired to support this application can be used for many other added-value services.
7. The IDP/CDP trigger has the advantage of querying only on calls where needed.

5.2.1 Limitations of the AIN Solution

1. BellSouth's deployment of AIN and NAP functionality may limit the applicability of these solutions. However, the penetration rate for AIN in the areas where other local service providers desire to provide service may be higher than the overall rate. Furthermore, NAP functionality increases the availability. AIN 0.1 penetration is reported by city in the BellSouth, April, 1996 report to the FCC.
2. The necessary AIN feature logic(s) must be developed and installed in either the AT&T or BellSouth SCP.
3. BellSouth must provision the appropriate AIN trigger for customers as applicable.
4. AIN service provisioning processes must consider the feature interactions specific to the trigger and customer's class of service. An example is when a customer already

subscribed to an IDP feature, such as Centrex intercom service, the provisioning will be complex. Interactions with the IDP service logic must be analyzed for proper provisioning and to avoid misrouting of calls.

5. Where a non-subscribed trigger is used (e.g., 3/6/10 digits), all local service providers' customers experience identical delays.

5.2.1 Summary Evaluation of the AIN Solution

1. All four of the AIN 0.1 triggers described in this document may be used for selective routing of Directory Assistance traffic to the AT&T Point of Presence, with the exception that N11 is applicable if "411" is the only dialed access code.
2. Offhook Delayed Trigger and IDP Trigger may be used for selective routing of Operator Service traffic to the AT&T Point of Presence.
3. The necessary AIN feature logic(s) must be developed and installed in the AT&T or BellSouth SCP.
4. AIN provides several ways to support selective routing of Operator Service and / or Directory Assistance traffic to AT&T Point of Presence. One of its most significant strengths is the flexibility and generalizability offered by its architecture. In situations where AIN is already deployed for other added-value services (e.g., Enhanced Call Forwarding), the cost is less significant.

6. ADVANCED SERVICE INTERFACE (ASI) PROXY SOLUTION

6.1 Technical Feasibility of the ASI Proxy Solution

6.1.1 Description

The Advanced Services Interface (ASI) Proxy feature can be used to support selective routing of AT&T local service customers' Directory Assistance traffic to an AT&T Point of Presence. Local Directory Assistance calls from the AT&T local service customers would be connected to an AT&T or BellSouth Intelligent Peripheral (IP). The IP application software to be developed would determine the appropriate call treatment and would then instruct the BellSouth end office how to route and handle the call.

For this service, the Proxy Explicit Mode appears to be preferable to the Implicit Mode. Explicit Mode permits selective handling for only the specific dialing sequences associated with the Directory Assistance service (e.g., 411, 555-1212, etc.) and does not require a long time period between the caller going off-hook and dialing.

Explicit mode access codes must be defined in the BellSouth end office. Normally, these would be defined in the switch office dialing plan. It is important that AT&T local service customers be able to use "traditional" dialing sequences to access local Directory Assistance service (e.g., 411 and 555-1212). If these sequences are defined as explicit access codes in the office dialing plan, all calls beginning with these sequences (including those from BellSouth customers) would be routed to the IP. It should be possible to be selective about which customer calls are routed to the IP. In the 5ESS® Switch, the Individualized Dialing Plan (IDP) feature can be used to define 411, etc. as explicit access codes. The IDP would only be used for calls from AT&T local service customers.

6.1.2 Assumptions

1. Access using Proxy should not change the call flows once the call has been routed to the AT&T Point of Presence.
2. The explicit access mode will be used since any digits entered by the caller during the first 20 seconds on implicit access mode will be interpreted by the BellSouth end office.
3. The explicit access code for local Directory Assistance must include 411. If BellSouth supports other local Directory Assistance access arrangements (e.g., 555-1212, NPA-555-1212), they must also be explicit access codes.

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6.1.3 Call Flows

6.1.3.1 Local Directory Assistance

1. AT&T local service customer goes off hook.
2. BellSouth end office looks up customer record which shows the customer has Proxy service, with 411 and 555-1212 and NPA-555-1212 as explicit access codes. (NPA specific to BellSouth.)
3. BellSouth end office transmits dial tone.
4. 5ESS® does line screening.
5. Customer dials 411 or 555-1212 or NPA-555-1212 (NPA is an intraLATA NPA).
6. BellSouth end office routes the call to the IP.
7. The IP will translate any of these dialed digit sequences into a routing number specified by AT&T. (Note: for AT&T Local Directory Assistance service, this will be a 900 number.)
8. The IP will pass this routing number back to the BellSouth end office.
9. The BellSouth end office will route the call based on the routing number.
10. The BellSouth end office switch would create an access record.

6.2 Assessment of the ASI Proxy Solution

6.2.1 Advantages of the ASI Proxy Solution

1. Proxy service can be supported by the 5ESS® switch, the 1A ESS™ switch and the DMS 100/200 switches.
2. Proxy service is assigned per-subscriber.
3. The IP application can be tailored to support a variety of local regulatory and service needs. The application can also be updated as these needs change.
4. Anything the Proxy IP dials for the subscriber is applied to the subscriber's terminal just as if the subscriber had dialed.
5. Proxy supports DP or DTMF signaling
6. Once Proxy service is completed (i.e. the translation made), the IP platform drops out of the call. That is, there is no "hairpinning" required.

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6.2.1 Limitations of the ASI Proxy Solution

1. The IP application software must be developed and installed at the IP.
2. ASI Proxy service provisioning processes must consider the feature interactions specific to the Proxy Service and the customer's class of service. An example is when a customer already subscribed to an IDP feature, such as Centrex intercom service, the provisioning will be complex. Interactions with the IDP service logic must be analyzed for proper provisioning and to avoid misrouting of calls.
3. The IDP trigger may not be available on 1A switches. Even though the 1A ESS switch supports ASI Proxy, the 1A ESS may not support IDP trigger and therefore cannot support selective routing of DA calls.

6.2.1 Summary Evaluation of the ASI Proxy Solution

1. ASI Proxy provides a way to support selective routing of Directory Assistance traffic to AT&T Point of Presence.
2. The IP application software must be developed and installed at the IP.
3. Proxy service is assigned per-subscriber.

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Matrix of AT&T's Requirements for the Provisioning of Local Operator Services

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Issue	ILEC Requirement	TSR	UNE	Facility
1. Dialing Parity	Access to local OS must be equivalent to the service currently being provided by the ILEC - (consumers can dial 0+ and 0- to reach their local operator).	x	x	N/A
2. Local Call Routing	<p>A. Access to local OS that is at least equivalent to the service currently being provided by the ILEC:</p> <p>1. ILEC routing of ALEC local OS traffic to the ALEC's OS platform or</p> <p>2. ALEC branding by the ILEC and the capability for the ILEC operator to quote accurate local OS rates for ALEC customers</p> <p>B. Availability of LIDB and 800 number databases for 0+ and 0- call completion.</p>	x	x	N/A
3. Branding	<p>A. All ALEC local OS calls should be able to be branded with the ALEC moniker.</p> <p>B. If the ALEC local OS calls cannot be branded by the ILEC at the initiation of local competition due to expensive software modifications or lengthy implementation intervals, then <u>all</u> LSP local OS calls should be unbranded.</p>	x	x	x
4. Pricing Flexibility	All ALECs must be able to charge whatever local OS rates they think will be attractive to consumers in a local competitive marketplace; if ILEC handles local OS calls for the ALEC customers, the capability to quote accurate rates must be guaranteed.	x	x	x

* Facility-based carriers may want to purchase local OS from the ILEC, just like they purchase access to LIDB.

Matrix of AT&T's Requirements for the Provisioning of Local Operator Services

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Issue	ILEC Requirement	TSR	UNE	Facility
5. Product/Service Differentiation	ALECs should <u>not</u> be restricted to reselling <u>only</u> the existing local OS products or services that the ILEC currently offers. One of the benefits of competition is the creation of new and innovative products and services that will be attractive to consumers.	x	N/A	N/A
6. Quality Measures	All ALECs must be able to provision their local OS to meet the standards of their customers and regulatory bodies. (If the ILEC cannot comply, there is more pressure to expedite ALEC self-provisioning.)	x	x	x
7. Access to ILEC Databases	A. All ALECs must have access to LIDB for 0+ and 0- collect and 3rd party call completion. Rates for such access should be based on TSLRIC costs of maintaining and updating the database and for data dips during calls and reflect local competitive marketplace assumptions.	x	x	x
	B. All ALECs must have access to the 800 ILEC database for 800 call completion. Rates for such access must be based on TSLRIC costs of maintaining and updating the database and for data dips during calls and reflect local competitive marketplace assumptions.	x	x	x
	C. Although TSLRIC is the recommended cost methodology, it is highly probable that market based rates will prevail for these unregulated services.	x	x	x
	D. Accuracy and timeliness of the data must be on par with that of the ILEC or its affiliate, if any.	x	x	x
8. Emergency Call Handling	ALECs must comply with all national, state and local emergency call handling procedures. They must have access to the database of agency contact numbers that need to be reached during emergency situations.	x	x	x
9. Equal Access Obligations	ALECs must ensure that callers who have <u>not</u> selected the ALEC or the ALEC's affiliate for long distance can be connected or directed to the alternate operator, thereby providing equal access.	x	x	x

Matrix of AT&T's Requirements for the Provisioning of Local Operator Services

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Issue	ILEC Requirement	TSR	UNE	Facility
10. Cost of Local Operator Services	A. Provisioning of basic local service by the ILEC is priced via the TSR tariff based on retail minus avoidable costs methodology.	x	N/A	N/A
	- If the ILEC brands with the ALEC moniker, premium charges may apply for this custom branding for all ALECs who order it, if extra expense can be proven by the ILEC.	x	N/A	N/A
	- If the ILEC quotes separate local OS rates, premium charges may apply for this service for all ALECs who order it, if extra expense can be proven by the ILEC.	x	N/A	N/A
	- If ALEC self-provisions only local OS, discount charges should apply since the ILEC does not have the expense of providing live operators and systems.	N/A	x	x
	B. Provisioning of basic local service with ALEC owning one or more UNEs. Costs for UNEs sourced from the ILEC are based on TSLRIC methodology.	N/A	x	x*
	C. Administrative costs to prepare for interconnection of ALECs or to enable local competition (similar to presubscription or number portability).			
	- via TSR, these costs are included in the basic charge paid by all ALECs, including the ILEC's affiliate	x	N/A	N/A
	- via UNE, these costs are included in the UNE charge paid by all ALECs, including the ILEC affiliate	N/A	x	x
D. Tariffs must be based on cost studies reflecting the costs of providing local OS service in a competitive environment and should be made available for public review or via a non-disclosure agreement.	x	x	x	

* Facility-based carriers may want to purchase local OS from the ILEC, just like they purchase access to LIDB.

Matrix of AT&T's Requirements for the Provisioning of Local Directory Assistance Services

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Issue	ILEC Requirement	TSR	UNE	Facility
1. Dialing Parity	Access to local DA must be equivalent to the service currently being provided by the ILEC - (consumers may dial 411 or NPA 555-1212 to reach their local DA agent).	x	x	N/A
2. Local Call Routing	A. Access to local DA that is at least equivalent to the service currently being provided by the ILEC: 1. ILEC routing of ALEC DA traffic to the ALEC's DA platform <i>or</i>	x	x	N/A
	2. ALEC branding by the ILEC with the capability to quote accurate local DA rates for ALEC local customers.	x	x	N/A
3. Branding	A. All ALEC local DA calls should be branded with the ALEC moniker.	x	x	x
	B. If the ALEC DA calls cannot be branded by the ILEC at the initiation of local competition (without expensive software modifications or due to lengthy implementation intervals), then <u>all</u> LSP's local DA calls should be unbranded.	x	N/A	N/A
4. Pricing Flexibility	All ALECs must be able to charge whatever local DA rates they think will be attractive to consumers in a local competitive marketplace.	x	x	x

* Facility-based carriers may want to purchase local DA from the ILEC, just like they purchase access to LIDB.

Matrix of AT&T's Requirements for the Provisioning of Local Directory Assistance Services

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Issue	ILEC Requirement	TSR	UNE	Facility
8. Cost of Local Directory Services	A. Provisioning of basic local service by the ILEC is priced via the TSR tariff based on retail minus avoidable costs methodology. - If the ILEC brands with the ALEC moniker, premium charges may apply for this custom branding for all ALECs who order it, if extra expense can be proven by the ILEC.	x	N/A	N/A
	- If the ILEC quotes separate local DA rates, premium charges may apply for this service for all ALECs who order it, if extra expense can be proven by the ILEC.	x	N/A	N/A
	- If the ALEC self-provisions local DA, discount charges should apply since the ILEC does not have the expense of providing live agents and systems.	N/A	x	x
	B. Provisioning of basic local service with the ALEC owning one or more UNEs. Costs for UNEs sourced from the ILEC are based on TSLRIC methodology.	N/A	x	x*
	C. Administrative costs to prepare for interconnection of ALECs or to enable local competition (similar to presubscription or number portability). - via TSR, these costs are included in the basic charge paid by all ALECs, including the ILEC's affiliate.	x	N/A	N/A
	- via UNE, these costs are included in the UNE charge paid by all ALECs, including the ILEC's affiliate.	N/A	x	x
	D. Tariffs must be based on cost studies reflecting the costs of providing local OS service in a competitive environment and should be made available for public review or via a non-disclosure agreement.	x	x	x

* Facility-based carriers may want to purchase local DA from the ILEC, just like they purchase access to LIDB.

Matrix of AT&T's Requirements for the Provisioning of Local Directory Assistance Services

Issue	ILEC Requirement	TSR	UNE	Facility
5. Quality Measures	All ALECs must be able to provision local DA to meet the standards of their customers and regulatory bodies. (If the ILEC cannot comply, there is more pressure to expedite ALEC self-provisioning.)	x	x	x
6. Customer Data Transfer	A. ILECs must be able to receive ALEC customer's data elements for inclusion in DA databases according to electronic industry standards. This process must include editing for data errors and resolution of publication errors and customer complaints.	x	x	x
	B. ILECs must honor ALEC customer's requests for non-listed/-published telephone numbers.	x	x	x
	C. ILECs must protect ALEC customer's proprietary data; ILECs can release ALEC subscriber data <u>only</u> to third parties, who are publishing telephone directories, with the concurrence of the ALEC.	x	**	**
7. Access to ILEC Databases	A. Provisioning of an electronic copy of BellSouth's Directory Assistance Database with daily updates.	x	x	x
	B. All ALECs (and third parties publishing directories) must have access to the ILEC's <i>centralized directory listings services</i> to produce lists of residences and businesses in the white/yellow pages of the ILEC's local exchange directories.	x	x	x
	C. Although TSLRIC is the recommended cost methodology, it is highly probable that market based rates will prevail for these unregulated services.	x	x	x
	D. Accuracy and timeliness of the data must be on par with that of the ILEC or its affiliate, if any.	x	x	x
		x	x	x

**There will probably be a need to develop an alternate electronic data exchange for these customers since no local basic service order is generated for these customers.

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Matrix of AT&T's Requirements for the Provisioning of Local Directory Assistance Services

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Issue	ILEC Requirement	TSR	UNE	Facility
9. Emergency Call Handling	ALECs must comply with all national, state and local emergency call handling procedures. They must have access to the database of agency contact numbers that need to be reached during emergency situations.	x	x	x
10. Equal Access Obligations	ALECs must ensure that callers who have <u>not</u> selected the ALEC or the ALEC's affiliate for long distance can be connected or directed to the alternate operator, thereby providing equal access.	x	x	x
11. Product/Service Differentiation	ALECs should <u>not</u> be restricted to reselling <u>only</u> the existing local OS products or services that the ILEC currently offers. One of the benefits of competition is the creation of new and innovative products and services that will be attractive to consumers.	x	N/A	N/A



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EXCERPTS OF SUPPORTING COMMENTS

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**Illinois Commerce Commission Order
Total Services Resale Proceeding (ICC Docket no. 95-0458)**

On Wednesday, June 26, 1996 the Illinois Commerce Commission issued its Order on the AT&T Petition for a total services resale offering and the LDDS Petition for approval of the unbundled network element "platform." The vote was 4-1, with Chairman Miller and Commissioners Kretschmer, McDermott, and Bohlen voting in favor and Commissioner Kolhauser dissenting. The Commission Order differs in a few (relatively minor) respects from the Hearing Examiner's Proposed Order circulated previously. A summary follows.

AT&T PETITION

Wholesale Discount

The Order provides for wholesale discounts applied on a service-specific basis and having a weighted average of 22.05%. The Commission adopted Staff's "pro rata contribution" methodology, under which the discount includes the avoidable costs of retailing functions and a pro rata portion of contribution.

Wholesale Rate Structure

The wholesale rate schedule adopted by the Commission mirrors the retail rate structure, rate element by rate element, and includes all retail discounts. Ameritech services which allow aggregation of usage generated from all the customer's accounts and locations (such as Centrex and certain usage optional calling plans) are required to be made available to carriers on the same basis as end users. The pricing methodology would be applied to produce updated wholesale prices whenever retail

**Illinois Commerce Commission Order
Total Services Resale Proceeding (ICC Docket no. 95-0458)**

Services Available For Resale

The Commission Order provides generally that all telecommunications services offered to end users at retail are to be made available at wholesale, including flat rate services. Exceptions are made, however, for promotional offerings (limited to 120 days in a calendar year) and service packages, carrier access, and "proprietary" services.

Grandfathered services are available on a wholesale basis for resale to existing customers. (This is an improvement over the Proposed Order, which excluded grandfathered services from resale.) Proprietary services are subject to case-by-case review by the Commission.

Operational Interfaces

The Order finds that equal operational interfaces are "essential to the development of resale competition," and requires them to be provided to resellers at parity with those provided to the LEC'S own retail customers (whether directly or through an affiliate). To the extent the LEC'S cannot "fully and immediately" comply, they must submit a plan including specific timetables for achieving compliance. Following that filing, the Commission may consider a schedule of "incentive discounts to encourage prompt and complete compliance" with the parity standard.

Operator Services/DA

The Order provides for unbundling of Operator Services and Directory Assistance from the wholesale offering, and for branding with the reseller's brand to the extent technically feasible. If the LEC'S contend that immediate compliance is not possible, they are to file an explanation, plans and a timetable for achieving compliance.

Access To AIN Triggers

AT&T's request for access to AIN triggers is granted (as both consistent with a request for a network element under the federal Act and in the public interest under state law). Ameritech is to address possible risks to the network and incorporate appropriate remedies. If it contends it cannot comply, Ameritech is to submit an explanation along with specific plans and a compliance timetable, with its tariffs filed in response to the Order.

Miscellaneous Wholesale Issues

- Under the Order wholesale services, as a matter of state law and policy, must meet an imputation requirement (i.e., the price of wholesale services must exceed the corresponding monopoly inputs such as access plus LRSIC of the remaining components). This requirement could put downward pressure on access charges.

**Illinois Commerce Commission Order
Total Services Resale Proceeding (ICC Docket no. 95-0458)**

The Commission denied "exogenous" factor treatment under Ameritech's Alternative Regulation Plan of revenue reductions from the wholesale pricing methodology.

"Start-up" costs associated with implementation of the wholesale service are to be recovered from wholesale customers in proportion to their share of the wholesale market.

IL LDDS PETITION

Resting its decision on state law as well as the federal Act, the Commission also granted the Petition of LDDS for establishment of the network elements platform, as modified by Illinois Staff's "Local Switch Platform" proposal. The Commission rejected Ameritech's argument that unbundled elements under Section 251(c)(3) must be combined with the requesting Carrier's own facilities.

The reseller under the platform is entitled to access charge revenues, and the platform must include local switching and custom calling features. Ameritech and Centel are to file platform tariffs in 30 to 90 days, respectively. Costing and pricing issues associated with the platform are deferred to the tariff proceeding.

ILLINOIS COMMERCE COMMISSION

ORDER

TOTAL SERVICES RESALE PROCEEDING

ICC. DK. NO. 95-0458

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7. Strippling of Operator Services and Directory Assistance
FROM Resold Services

AT&T

AT&T also has proposed that the LECs unbundle Operator Services and Directory Assistance ("OS/LA") from the basic local service package. AT&T contends that resellers should have the option of providing these transaction-based services themselves, through a third party, or via resale of the incumbent LEC's services. Accordingly, AT&T states that this option would create an opportunity for competitive differentiation in local service. AT&T argues, therefore, that these local services should be unbundled from basic local service by the incumbent as a stand-alone part of its wholesale offer.

AT&T takes exception to Ameritech's contention that "AT&T's proposal in this proceeding would allow it to capture the remaining operator service calls (i.e., Bands A and B calls) and directory assistance calls -- calls that would not be routed to them as a facilities-based usage provider on a 1+, 0+, or 411 basis." AT&T maintains, that the premise of this argument is that because these remaining operator services supposedly produce higher than average levels of contribution, AT&T would be able to take these allegedly high margin services and leave Ameritech with the remaining services. AT&T states that the federal Act renders Ameritech's argument moot.

AT&T argues that the federal Act now requires incumbent LECs to make these services available on an unbundled basis without regard to the amount of contribution they provide. More importantly, Ameritech states that a true cost-based pricing plan, as mandated by the federal Act, would make Ameritech's concerns about maintaining appropriate contribution levels irrelevant. Consequently, AT&T contends that the total wholesale service is justified under Section 13-505.5 as well as under the federal Act.

Ameritech

Ameritech stated that it will provide directory assistance and operator services to resellers at wholesale rates. The Company did not agree with AT&T's proposal that Ameritech also be required to allow resellers, at their option, to "strip" all operator and directory assistance calls from the bundled resold service so that the reseller or a third party can provide the operator and directory assistance services directly through their own facilities.

Ameritech argued that there are several reasons for rejecting AT&T's proposal. First, the Company maintained that it is a thinly

veiled plan to revisit the Commission's order in the Customers First case. In that proceeding, the Commission addressed dialing parity and developed presubscription rules. Presubscription was limited to Band C and toll usage and Band C and toll operator services traffic and did not include directory assistance. Ameritech argued that if AT&T's proposal were adopted, it would significantly change the Customers First Order and would conflict with earlier Commission policy decisions.

Ameritech also contended that it would be inappropriate to grant AT&T's request from a competitive perspective. By offering reseller services, AT&T would be in a position to offer direct dialing on Bands A and B operator services and directory assistance traffic; a purely facilities based carrier would not. Thus, AT&T's proposal, according to Ameritech, would favor "one-stop shopping" LXC's over competitors which provide only toll services or purely "switchless" resellers. Ameritech suggested that changes, if any, in the scope of presubscription should be addressed in a generic proceeding where the interests of all carriers could be addressed.

Ameritech also argued that AT&T's proposal is not technically feasible. Current switches can route presubscribed calls to another provider's directory and operator assistance services. However, the current switches do not permit the routing of local calls to different service providers based on who is purchasing the bundled service. AT&T argued that these calls could be routed using routing guides which it claimed are included within the software of the AT&T 5ESS switch. Ameritech responded that using routing guide techniques would require the assignment of numerous new line class codes. According to Ameritech, there would not be enough line class codes available to support such an offering. AT&T argued that Ameritech witness Mr. Kocher was unable to confirm or deny whether the AT&T 5ESS switch had the ability to accommodate AT&T's request for special routing of operator services and directory assistance. Ameritech responded that was not Mr. Kocher's testimony.

Ameritech also discussed why Staff's suggestion to utilize AIN technology was not feasible. Today, neither local operator calls nor directory assistance calls are routed using AIN technology. The Company stated that it is not clear whether AIN technology could be utilized; to do so would require significant additional developments using the AIN platform's service creation capabilities in order to create new databases to develop the routing algorithms necessary to provide this functionality. In addition, Ameritech suggested that it would be necessary to obtain more information from reseller customers prior to any such development of the AIN technology so that the routing capability being requested could be defined and it could be determined how such capability would interact with the other options associated with the end user's

line. Ameritech also mentioned that it was unclear whether there would be an effect on signaling capability, call handling capacity or call set up times. The Company estimated the costs associated with any such development would likely be "substantial."

Ameritech suggested that the proposal to strip OS/DA from resold services is also unreasonable from a financial perspective. The Company stated that operator services provide more contribution than exchange access lines and intraxchange calling products. Ameritech argued that if resellers are permitted to strip the high margin services from the bundled wholesale offering and Ameritech is left with low margin services, ultimately the resulting wholesale rate structure would not be self-sustaining. The Company stated that resellers should not be permitted to cream skin both by customer (i.e. by competing for more profitable customers) and by product (i.e. by leaving those less profitable customers with Ameritech at a resale basis but then stripping the higher margin services for the bundled wholesale offering).

AT&T contended that all of the Company's policy arguments against requiring stripping of OS/DA from resold services have been superseded by the federal Act. Ameritech responded that is not the case and that the federal Act does not require the stripping of operator services and directory assistance calls.

Staff

Staff takes the position with respect to AT&T's request for the separate provisioning of operator services and directory assistance that the Commission should require Ameritech and Centel to provide these services on an unbundled basis to foster competition and innovation where economically and technically feasible.

Staff disagrees with Ameritech's statement that AT&T's request is nothing more than an attempt to revisit presubscription issues in the Customers First Order. Staff states that the Commission never addressed OS/DA presubscription of in that docket. Staff concludes, moreover, that requiring Ameritech and Centel to provide OS/DA on a presubscribed basis will further the Commission's policy of allowing competition in the local exchange market where economically efficient. Staff states that Ameritech simply is attempting to prevent competition in OS/DA provisioning. Staff maintains that Ameritech's claim that it will be left with only selling services that have low margins is misplaced. As services become sufficiently competitive to warrant a competitive classification by the incumbent LEC, it will have the opportunity to either increase or decrease the profit margin on such services.

Commission Conclusion

Unbundling of OS/DA is a necessary requirement for effective competition. Ameritech's objections to AT&T's request in this regard are not adequately supported by the record. Ameritech argues that unbundling of OS/DA is not technically feasible, but has failed to provide persuasive evidence in support of that claim. Moreover, AT&T has presented what it deems a workable solution, i.e., the use of "line class codes" to route OS/DA calls, in opposition to Ameritech's claim that the separate routing of these calls is not possible at this time. Given the importance of this issue and the potential that competition will be the likely result of unbundling OS/DA from the wholesale offering, the Commission orders Ameritech and Centel to unbundle its OS/DA calls from its total service resale offering pursuant to Section 251 (c) (3).

G. Direct Access to Ameritech's Advanced Intelligent Network

AT&T

AT&T has requested access to the LECs' AIN triggers so that non-facilities-based resellers can provide facilities-based innovations to the market. These services would include, among other things, messaging, emergency and security services and telecommunications services. AIN consists of three basic elements: Signal Control Points, Signal Switching Points, and Signal Transfer Points. The services that could be provided by a reseller typically would be housed in the Signal Control Points and could provide numerous services and processing.

AT&T contends that access to the switch triggers is appropriate in these proceedings, as they would provide innovations to the existing local network. AT&T concluded that competitive AIN offerings were in the public interest and that competitors should be allowed to make product development and marketing decisions based on competitive opportunity. AT&T dismissed the design and capacity problems Ameritech raised by stating that the capacity problems actually should be alleviated with the introduction of competitive databases. The AIN database inquiries and associated processing would be distributed over two or more competing platforms. AT&T indicated that Ameritech's proposal to develop services for resellers using its AIN platform was an unacceptable and anti-competitive option. Although other resellers may find this approach acceptable, AT&T felt that the service creation environment may be limited by the capabilities of the LEC's platform. Also, proprietary data would be stored in the LEC's network, hampering the reseller's ability to control access and to prevent compromise. Further, AT&T pointed out that Ameritech is currently concerned with its capacity for its own AIN platform.

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Illinois Hearing Examiner's Proposed Order
Issued May 16, 1996

Attached are several pages from the Illinois Hearing Examiner's PROPOSED ORDER which support the unbundling of Operator Services and Directory Assistance, as well as the need for Branding. The Proposed Order recommends:

--"Unbundling of OS/DA is a necessary requirement for effective competition. Ameritech's objections to AT&T's request in this regard are not adequately supported by the record. Ameritech argues that unbundling of OS/DA is not technically feasible, but has failed to provide persuasive evidence in support of that claim. Moreover, AT&T has presented what it deems a workable solution, i.e., the use of "line class codes" to route OS/DA calls..." (p.45)

--"To the extent that it is technically feasible, the Commission accepts AT&T's and Staff's proposals that resold OS/DA be branded because Ameritech has agreed to provide branding of OS/DA where it is technically feasible." (p.53)

--"AT&T's recommendation that Ameritech and Centel be required to brand their resold services with the name of the resellers also will be approved." (p.53)

--"As to Ameritech technical arguments, the same solution that would resolve any supposed technical difficulties in offering unbundled OS/DA should be employed with respect to branding. Given the importance of this issue, the Commission will require Ameritech and Centel to provide branding of their resold services. If, and to the extent, that Ameritech and Centel maintain that it is not possible on technical grounds immediately to comply with this requirement, they must submit a full written explanation and showing in support thereof with their compliance tariffs filed in response to the Commission's Order in this proceeding, along with specific plans and a timetable for achieving compliance." (p.53-54)

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Illinois Proposed Order

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H. E. Proposed Order

Commission Conclusion

The Commission agrees with AT&T that flat rate services should properly be included the resale of services. There is simply no authority for this Commission to do otherwise.

With respect to the issue of network build-out, the Commission agrees with Ameritech and Staff that LECs should be able to recover any additional costs, such as special construction costs, through appropriate charges to the reseller. For example, early termination charges may be an appropriate method to ensure adequate cost recovery, given the circumstances of a particular request for network build-out and the duration of the service being requested by the reseller.

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F. Stripping of Operator Services and Directory Assistance from Resold Services

AT&T

AT&T also has proposed that the LECs unbundle Operator Services and Directory Assistance ("OS/DA") from the basic local service package. AT&T contends that resellers should have the option of providing these transaction-based services themselves, through a third party, or via resale of the incumbent LEC's services. Accordingly, AT&T states that this option would create an opportunity for competitive differentiation in local service. AT&T argues, therefore, that these local services should be unbundled from basic local service by the incumbent as a stand-alone part of its wholesale offer.

AT&T takes exception to Ameritech's contention that "AT&T's proposal in this proceeding would allow it to capture the remaining operator service calls (i.e., Bands A and B calls) and directory assistance calls -- calls that would not be routed to them as a facilities-based usage provider on a 1+, 0+, or 411 basis." AT&T maintains, that the premise of this argument is that because these remaining operator services supposedly produce higher than average levels of contribution, AT&T would be able to take these allegedly high margin services and leave Ameritech with the remaining services. AT&T states that the federal Act renders Ameritech's argument moot.

AT&T argues that the federal Act now requires incumbent LECs to make these services available on an unbundled basis without regard to the amount of contribution they provide. More importantly, Ameritech states that a true cost-based pricing plan, as mandated by

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H. E. Proposed Order

the federal Act, would make Ameritech's concerns about maintaining appropriate contribution levels irrelevant. Consequently, AT&T contends that the total wholesale service is justified under Section 13-505.5 as well as under the federal Act.

Ameritech

Ameritech stated that it will provide directory assistance and operator services to resellers at wholesale rates. The Company did not agree with AT&T's proposal that Ameritech also be required to allow resellers, at their option, to "strip" all operator and directory assistance calls from the bundled resold service so that the reseller or a third party can provide the operator and directory assistance services directly through their own facilities.

Ameritech argued that there are several reasons for rejecting AT&T's proposal. First, the Company maintained that it is a thinly veiled plan to revisit the Commission's order in the Customers First case. In that proceeding, the Commission addressed dialing parity and developed presubscription rules. Presubscription was limited to Band C and toll usage and Band C and toll operator services traffic and did not include directory assistance. Ameritech argued that if AT&T's proposal were adopted, it would significantly change the Customers First Order and would conflict with earlier Commission policy decisions.

Ameritech also contended that it would be inappropriate to grant AT&T's request from a competitive perspective. By offering reseller services, AT&T would be in a position to offer direct dialing on Bands A and B operator services and directory assistance traffic; a purely facilities based carrier would not. Thus, AT&T's proposal, according to Ameritech, would favor "one-stop shopping" IXCs over competitors which provide only toll services or purely "switchless" resellers. Ameritech suggested that changes, if any, in the scope of presubscription should be addressed in a generic proceeding where the interests of all carriers could be addressed.

Ameritech also argued that AT&T's proposal is not technically feasible. Current switches can route presubscribed calls to another provider's directory and operator assistance services. However, the current switches do not permit the routing of local calls to different service providers based on who is purchasing the bundled service. AT&T argued that these calls could be routed using routing guides which it claimed are included within the software of the AT&T 5255 switch. Ameritech responded that using routing guide techniques would require the assignment of numerous new line class

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codes. According to Ameritech, there would not be enough line class codes available to support such an offering. AT&T argued that Ameritech witness Mr. Kocher was unable to confirm or deny whether the AT&T SESS switch had the ability to accommodate AT&T's request for special routing of operator services and directory assistance. Ameritech responded that was not Mr. Kocher's testimony.

Ameritech also discussed why Staff's suggestion to utilize AIN technology was not feasible. Today, neither local operator calls nor directory assistance calls are routed using AIN technology. The Company stated that it is not clear whether AIN technology could be utilized; to do so would require significant additional developments using the AIN platform's service creation capabilities in order to create new databases to develop the routing algorithms necessary to provide this functionality. In addition, Ameritech suggested that it would be necessary to obtain more information from reseller customers prior to any such development of the AIN technology so that the routing capability being requested could be defined and it could be determined how such capability would interact with the other options associated with the end user's line. Ameritech also mentioned that it was unclear whether there would be an effect on signaling capability, call handling capacity or call set up times. The Company estimated the costs associated with any such development would likely be "substantial."

Ameritech suggested that the proposal to strip OS/DA from resold services is also unreasonable from a financial perspective. The Company stated that operator services provide more contribution than exchange access lines and intraexchange calling products. Ameritech argued that if resellers are permitted to strip the high margin services from the bundled wholesale offering and Ameritech is left with low margin services, ultimately the resulting wholesale rate structure would not be self-sustaining. The Company stated that resellers should not be permitted to cream skim both by customer (i.e. by competing for more profitable customers) and by product (i.e. by leaving those less profitable customers with Ameritech at a resale basis but then stripping the higher margin services for the bundled wholesale offering).

AT&T contended that all of the Company's policy arguments against requiring stripping of OS/DA from resold services have been superseded by the federal Act. Ameritech responded that is not the case and that the federal Act does not require the stripping of operator services and directory assistance calls.

Staff

Staff takes the position with respect to AT&T's request for the separate provisioning of operator services and directory assistance that the Commission should require Ameritech and Centel to provide these services on an unbundled basis to foster competition and innovation where economically and technically feasible.

Staff disagrees with Ameritech's statement that AT&T's request is nothing more than an attempt to revisit presubscription issues in the Customers First Order. Staff states that the Commission never addressed OS/DA presubscription of in that docket. Staff concludes, moreover, that requiring Ameritech and Centel to provide OS/DA on a presubscribed basis will further the Commission's policy of allowing competition in the local exchange market where economically efficient. Staff states that Ameritech simply is attempting to prevent competition in OS/DA provisioning. Staff maintains that Ameritech's claim that it will be left with only selling services that have low margins is misplaced. As services become sufficiently competitive to warrant a competitive classification by the incumbent LEC, it will have the opportunity to either increase or decrease the profit margin on such services.

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Commission Conclusion

Unbundling of OS/DA is a necessary requirement for effective competition. Ameritech's objections to AT&T's request in this regard are not adequately supported by the record. Ameritech argues that unbundling of OS/DA is not technically feasible, but has failed to provide persuasive evidence in support of that claim. Moreover, AT&T has presented what it deems a workable solution, i.e., the use of "line class codes" to route OS/DA calls, in opposition to Ameritech's claim that the separate routing of these calls is not possible at this time. Given the importance of this issue and the potential that competition will be the likely result of unbundling OS/DA from the wholesale offering, the Commission orders Ameritech and Centel to unbundle its OS/DA calls from its total service resale offering pursuant to Section 251 (c)(3).

G. Direct Access to Ameritech's Advanced Intelligent Network

AT&T

AT&T has requested access to the LECs' AIN triggers so that non-facilities-based resellers can provide facilities-based

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innovations to the market. These services would include, among other things, messaging, emergency and security services and telecommunications services. AIN consists of three basic elements: Signal Control Points, Signal Switching Points, and Signal Transfer Points. The services that could be provided by a reseller typically would be housed in the Signal Control Points and could provide numerous services and processing.

AT&T contends that access to the switch triggers is appropriate in these proceedings, as they would provide innovations to the existing local network. AT&T concluded that competitive AIN offerings were in the public interest and that competitors should be allowed to make product development and marketing decisions based on competitive opportunity. AT&T dismissed the design and capacity problems Ameritech raised by stating that the capacity problems actually should be alleviated with the introduction of competitive databases. The AIN database inquiries and associated processing would be distributed over two or more competing platforms. AT&T indicated that Ameritech's proposal to develop services for resellers using its AIN platform was an unacceptable and anti-competitive option. Although other resellers may find this approach acceptable, AT&T felt that the service creation environment may be limited by the capabilities of the LEC's platform. Also, proprietary data would be stored in the LEC's network, hampering the reseller's ability to control access and to prevent compromise. Further, AT&T pointed out that Ameritech is currently concerned with its capacity for its own AIN platform.

AT&T maintains that new innovations through the use of the AIN should be encouraged on both a facilities-based as well as on a resold basis. AT&T states that its request is consistent with a request for a network element under the new federal Act. Safeguards, however, are necessary to assure the integrity of the network. As Ameritech and Centel deploy AIN systems, they should be ordered to install them in a way that provides the necessary safeguards without erecting unnecessary barriers which would undermine AT&T's request.

Ameritech

Ameritech took the position that resellers should not be permitted direct access to its Advanced Intelligent Network ("AIN"). The Company contends that the proposed requirement to require it to provide resellers with direct access to AIN is not a resale/wholesale tariff issue, but rather should be considered, if at all, as a network interconnection issue. Ameritech's position was that the issue is not appropriately addressed in this

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proceeding. Ameritech further asserted that even if it were appropriate to address in this proceeding, AT&T's proposal would raise serious policy issues. While Ameritech is willing to develop services for resellers using its AIN platform (assuming that resellers pay for the cost of development), to require access to AIN would provide resellers with almost unlimited ability to pick and choose the services they will provide using unbundled network elements. Ameritech observed that this could create an adverse effect in the market place.

Ameritech also pointed out that if the Commission entered such an order in this proceeding, it would be permitting access to AIN without any further regulatory involvement by the Commission. The Company's position was that such important policy matters should not be permitted to be determined unilaterally by the resellers. Ameritech maintained that there are already design and capacity problems with the AIN platform, and that permitting such unrestricted access on the part of resellers would only exacerbate those problems. It could also create unresolvable conflicts among carriers seeking access to the AIN platform. Ameritech noted that Staff has also expressed concern over AT&T's request for access to AIN inside Ameritech switches because of the risk of network failure.

Staff

Staff is concerned that direct access to the LEC database and switches for manipulation by the resellers may contain a high level of risk to the network through either ignorance or sabotage. Staff states, however, that this potential for network harm is reduced if safeguards are provided at the appropriate points so that the network would not be jeopardized. Staff concluded, that with the safeguards in place the provisioning of facilities-based innovations by resellers should be encouraged.

Conclusion

AT&T's request for access to Ameritech's AIN triggers should be granted. AT&T's request is consistent with a request for a network element under the federal Act. In addition, it is without question that access to Ameritech's AIN triggers will promote innovation in the provision of services. Clearly, such access is in the public interest.

Ameritech's argument that this is the wrong forum to make such a determination is not persuasive. The Company, however, has not provided any analysis as to why this matter in principle cannot be

considered as a part of this docket in view of the Commission's immediate goal of promoting competition. Access to AIN triggers is within the Commission's authority to consider under Section 13-505.5's public interest concerns.

AT&T did not object to exploring the specifics of AIN triggers in another docket, but recommended that the Commission move forward with ordering that Ameritech provide access to its AIN triggers. Access to these AIN triggers will promote innovations with respect to service offerings. The Commission agrees with Staff that if there are any risks to the network present, they are identifiable and can be resolved without harm to Ameritech's network.

The Commission will require Ameritech to provide access to its AIN triggers. The Commission requests that the Company address the possible risks to the network and incorporate the appropriate remedies to prevent any harm. If Ameritech is not able to comply with this requirement, it must submit a full explanation and showing in support thereof with its compliance tariffs filed in response to the Commission's order in this proceeding, along with specific plans and a timetable for achieving compliance.

**VI. OPERATIONAL ASPECTS OF AMERITECH'S
WHOLESALE TARIFF OFFERING**

A. Operational Interfaces

AT&T

AT&T's petition requests that Ameritech and Centel be required, as a part of their total service resale offering, to provide to new entrants operational interfaces for local exchange services at parity with the performance and quality of the interfaces that the incumbent LEC provides to itself (including affiliates) and its retail customers. AT&T contends that effective competition in the local exchange mandates parity in service offerings; without it, according to AT&T, the total service resale offering will be meaningless. Such parity requires that the incumbent LEC make available: (1) access to on-line electronic support systems; (2) data interfacing; (3) reseller branding; and (4) access to necessary LEC-controlled databases.

AT&T's petition declares that every difference which makes a reseller's sales and other customer contacts more complex than the incumbent LECs' insidiously undermines the competitive process. Accordingly, it requests that the Commission ensure that any such differences are eliminated. For example, if the incumbent LECs were

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to accept only a written letter of authorization before a customer could select a new service provider, the incumbent LEC would be placed at a significant advantage. Accordingly, FCC guidelines for carrier changes by customers should be extended to the local market as it moves toward competition. AT&T's concern for service parity extends to all operational and support activities, including maintenance.

In order to ascertain whether the incumbent LECs are meeting the parity standards, AT&T argues that it is essential that measurements be established to assess the quality of performance at all points of interface between the incumbent LEC and the reseller. AT&T used the example of service ordering and the installation/repair processes. According to AT&T, measures of speed and accuracy must be established. With respect to billing processes, it is necessary to monitor accuracy and timeliness. It is AT&T's position that at all points where a reseller and an incumbent LEC interface in the provision of local services to customers, appropriate measures of the quality of that interface must be created. Finally, it contends that incumbent LECs should maintain the responsibility for providing wholesale services which comply with the service performance standards set forth in 83 Ill. Adm. Code Parts 306, 730 and 783.

In response to Staff witness Gasparin's proposal that the reseller file a formal complaint with the Commission if it believes it has been harmed or discriminated against, AT&T stated that although Staff's proposal would at least provide a procedural avenue for addressing LEC service provisioning deficiencies, this Commission should not rely exclusively on the complaint process as a remedy to a LEC's non-compliance in this context. Again, the underlying standard which the LECs should be required to meet is parity with the service interfaces provided to themselves and their customers.

AT&T recommends that to compensate for inferior operational interfaces, if the LEC should provide any, the Commission should order a transitional incentive discount. It maintains that, if and to the extent these on-line electronic support systems are not yet made available to new entrants, or are not provisioned at parity with the incumbent LECs' own systems, an incentive discount of up to 10% should be applied to the wholesale price in recognition of any difference between the retail and wholesale versions of the service. AT&T maintains that its proposed incentive discount of up to 10% will ensure that equal access to operational interfaces is made available at the earliest practical time. Under its proposal, as each of the five on-line electronic support system interfaces is

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brought into parity with the LEC's own retail operations an additional 2¢ will be subtracted from the transitional discount.

Ameritech

Ameritech stated that, as part of its wholesale tariff offering, it has created operational interfaces that will allow resellers to order services for resale to its end users efficiently and ensure that they are properly maintained and repaired. It also has taken steps to protect the proprietary information of resellers and end users. According to Ameritech, there is a wide range of procedures for ordering services that vary based on the type and quantity of information required by the reseller, the time required to install the service and the degree of coordination and/or testing required. The Company agreed to provide electronic and manual interfaces to resellers ordering resold services. Currently, these electronic interfaces enable resellers to match Ameritech's performance 85% of the time. These resale orders are expected to focus initially on the conversion of service from Ameritech to a reseller. The remaining 15% of orders are from end users for services not already provided by the Company or a provider reselling Ameritech's exchange services. According to Ameritech, interface issues relating to the remaining 15% of the orders are limited to pre-service order functions and anticipated to be resolved before the end of the year.

Ameritech did not agree, as maintained by Staff and others, that the operational interfaces are required to be provided by the Company and other LECs as "network elements."

Ameritech stated that it also will ensure that the performance and quality of services that the resellers receive is equal to the services that it provides to Ameritech Communications, Inc. and that there will be no differences between the services it provides to its own end users or to resellers' end users based on the operational interfaces it provides to resellers that will have competitive implications in the marketplace. Ameritech's position is that there is little real controversy remaining over most of the operational issues.

Ameritech submitted that the Commission take no action with respect to the operational interfaces. The Company indicated that it continues to improve the various systems that it has in place as has been demonstrated by the electronic bonding project and repair systems. It also continues to work on system designs to make it easier for resellers to order and implement services. Ameritech's position is that if Commission involvement is required at all, that

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should be only if situations arise where the parties cannot reach an agreement regarding operational matters.

Ameritech also argued that AT&T's recommendation that the Commission establish measurements to assess the quality of performance at every interface should be rejected. According to the Company, AT&T has failed to submit sufficient evidence in the record that would enable the Commission to adopt measurements. Moreover, Ameritech believes that these issues are effectively being worked out between it and the resellers and should continue to be addressed that way unless or until an impasse occurs.

Staff

Staff agrees with AT&T that Ameritech and Centel should be required as a part of their total service resale offering to provide the operational interfaces, enumerated in the testimony of AT&T witness Fonteix, at parity with the operational interfaces Ameritech and Centel supply to themselves and their affiliates. Staff concludes that the provision of these operational interfaces is necessary in order to promote competition. Specifically, Staff agreed that effective resale competition cannot exist unless a reseller can provide the same service, including the same quality, as the wholesale LEC does when it retails the service to end users.

Staff opposes AT&T's request for an additional discount to be applied to the wholesale discount as a penalty for inferior service. Staff believes that these discounts are not appropriate and suggests that there already exist minimum service quality standards that wholesale LECs must meet for their resale customers, citing to 83 Ill. Adm. Code 730. Mr. Gasparin proposed that the reseller file a formal complaint with the Commission if it believes it has been harmed or discriminated against.

Commission Conclusion

The importance of equal operational interfaces is essential to the development of resale competition. In order to ensure that the needs of new entrants are satisfied, the Commission will order that all incumbent LECs are required to provide to resellers, as an integral part of their resale service offering, all operational interfaces at parity with those provided their own retail customers, whether directly or through an affiliate. That is the overriding standard to which incumbent LECs will be held in the provision of wholesale services.

Further, Ameritech and Centel will be required to file, with their implementing tariffs, a report demonstrating their compliance with this standard. To the extent the LECs contend they are unable fully and immediately to implement operational parity, they should be required to submit a plan, including specific timetables, for achieving compliance.



B. Branding Operator Services and Directory Assistance

AT&T argues that parity with the incumbent LEC requires proper branding of the incumbent LEC's service. AT&T proposes that Ameritech and Centel be required to brand all telecommunications services provided by a reseller in that reseller's name. Branding in this context means all telecommunications services offered by a reseller should be branded as if they were the services of the reseller. AT&T needs to be able to brand its resold services for the purpose of informing AT&T's customers that it is their local service provider.

Staff

Staff supports AT&T's branding proposal. Staff that the potential exists for the wholesale LEC to use its monopoly power in the provisioning of incumbent local exchange service anti-competitively. For example, Staff contends that the wholesale LEC could advertise its own services by branding directory assistance, operator services, etc., on calls provided to end users by resellers. Staff does state, however, that while branding is desirable, there may be technical reasons why branding for resellers cannot be provided.

Ameritech

Ameritech urged the Commission to reject AT&T's proposal that the Company be required to "brand" resold operator services and directory assistance provided to resellers. It stated that it will brand operator services calls where it is technically feasible and cost-effective to do so. Ameritech indicated that, today, it provides branded OS/DA services to independent telephone companies. However, the service configurations would be entirely different in a resale environment and branding normally would not be technically feasible. In the independent telephone company arrangements, calls are handled by the contracting carrier's switch and then routed on an aggregated basis to Ameritech's operators via dedicated trunk

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groups. This permits the operator to identify the call as originating from a separate company and answer it appropriately. By contrast, in a resale environment, there are no dedicated trunk groups. The OS/DA calls would be routed on the same lines and commingled with Ameritech's OS/DA calls and those of all other resellers. Therefore, as a practical matter, according to Ameritech, there is no way to brand resellers' calls.

The Company also emphasized that AT&T was requesting that a unique branding obligation be imposed on the incumbent LEC. According to Dr. Harris and Mr. Heckendorn, two of Ameritech's witnesses, AT&T is not required to rebrand the long distance services it provides to resellers of interexchange services. Mr. Heckendorn testified that resellers of these services must make substantial additional investments in order to make the resold services work in a manner that meets their business needs.

Ameritech indicated its willingness to brand calls where they can be carried on a separate trunk group. If a reseller established a 7-digit number for directory assistance (e.g., 555-xxxx), those calls could be separately identified and branded. The Company stated that it also would continue to work with the industry to explore whether cost-effective solutions can be developed.

Conclusion

To the extent that it is technically feasible, the Commission accepts AT&T's and Staff's proposals that resold OS/DA be branded because Ameritech has agreed to provide branding of OS/DA where it is technically feasible.

AT&T's recommendation that Ameritech and Centel be required to brand their resold services with the name of the resellers also will be approved. The purpose for such a requirement is to inform the reseller's customers that AT&T is their local service provider. Ameritech conceded that branding was appropriate where it was technically and economically feasible.

As to Ameritech technical arguments, the same solution that would resolve any supposed technical difficulties in offering unbundled OS/DA should be employed with respect to branding. Given the importance of this issue, the Commission will require Ameritech and Centel to provide branding of their resold services. If, and to the extent, that Ameritech and Centel maintain that it is not possible on technical grounds immediately to comply with this requirement, they must submit a full explanation and showing in

support thereof with their compliance tariffs filed in response to the Commission's Order in this proceeding, along with specific plans and a timetable for achieving compliance.

C. Routing of 611 Calls

AT&T stated that the reseller should define and manage the process by which network troubles are reported by end users, initial remote trouble shooting is performed, and subsequent repair and maintenance visits are scheduled and confirmed with the end user. Although the repairs would be completed by the LEC, 611 trouble calls are to be routed to the repair bureau of the reseller serving that particular line according to AT&T. This bureau would have access the LECs to maintenance support systems of to perform initial trouble shooting immediately. AT&T concluded that the resellers would have a strong incentive to ensure that no delays in rectifying the trouble occurs.

Ameritech opposed AT&T's initial request that all 611 calls which originated from its resold lines be directly routed to AT&T's own repair bureau. The Company took the position that this cannot be done for the same reason that resold OS/DA cannot be branded. There is no practical way to sort out various carriers' 611 calls since these calls are not on dedicated trunks and would be commingled with Ameritech's 611 calls and those of all other resellers. The Company also pointed out that there are other reasons for not requiring calls to be so routed. Repair calls are often made from lines other than the phone being repaired. Thus, until the end user informs it, Ameritech would have no way of knowing whether the line being reported was a resold line.

The Company suggested that the appropriate solution is for AT&T and the other resellers to develop their own unique repair numbers which would route customers' calls directly to their repair bureaus. For end users of resellers who mistakenly dial 611, the Company stated that it is developing a "warm transfer" program whereby its service representatives will "transfer" an end user to the appropriate carrier. Ameritech accepted Staff's suggestion that it continue to expand the on-line capabilities for the use of the resale customer. Finally, it stated that it does not currently charge end users for 611 calls nor would it charge resellers' end users for the "warm transfers" to resellers' service bureaus. Therefore, Ameritech proposed that the issue of charges for 611 services or warm transfers need not be addressed until such time as a carrier seeks to introduce charges for such services.

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Ameritech stated that an Electronic Bonding System ("EBS") was in its final stages of implementation and would provide the ability for a maintenance system operated by the reseller to electronically transmit trouble reports to the LEC. This system would provide security functions and ensure that confidentiality of the end user proprietary information is maintained. The EBS would allow the resellers to initiate a trouble report, supplement a trouble report previously filed, cancel a trouble report previously filed and request status on pending trouble reports. Ameritech would have the ability to acknowledge the report and provide various information and status reports. The time expected to complete a transaction using the EBS was estimated to take between 45 seconds and two minutes.

Staff pointed out that the LECs are responsible for compliance with the various codes relating to trouble reporting and corrections. Further, access to 611 repair service should not be resold and all customers should be allowed access to repair services without encumbering a charge. Staff is concerned with AT&T's concept that the reseller should define and manage the process by which troubles are reported, initial remote trouble shooting is performed, and repairs and maintenance visits are scheduled.

Commission Conclusion

The Commission concludes that AT&T's request that all 611 calls originating from its resold lines be directly routed to AT&T's own repair bureau should be rejected. We are satisfied with the fact that Ameritech has indicated that it will implement a warm transfer program whereby its service representatives will transfer an end user to the appropriate carrier. The appropriate solution for AT&T and other resellers is to develop their own unique repair numbers to route customers' calls directly to their repair bureaus. The issue of charges for 611 services and warm transfers need not be addressed until such time as carriers seek to introduce charges for such services.

The Commission is impressed with Ameritech's EBS that will allow resellers to initiate and monitor several activities for their customers. The Commission requests that Ameritech and Centel implement this system. However, the Commission wishes to assert that the ultimate responsibility for repair and maintenance is still that of the underlying carrier. Ameritech should continue to expand the on-line capabilities for use by resale customers. However, access to 6-1-1 repair service should not be resold and should be available without charge.

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Illinois Commerce Commission Staff
Comments on Proposed Order

Attached are several pages from the May 31, 1996 Comments of the Illinois Commerce Commission Staff, made in response to the Illinois Hearing Examiner's Proposed Order recommending the unbundling of operator services and directory assistance calls. The Staff's comments are supportive of the Hearing Examiner's recommendation and of AT&T's position.

The Staff states that Ameritech's position--that it is not technically feasible to unbundle operator services and directory assistance--is not persuasive. The Staff further states that AT&T has presented a workable solution that would allow for the unbundling of these services. The Staff also finds Ameritech's interpretation of the Federal Telecommunications Act of 1996 to be "self-serving" in that Ameritech maintains that operator services and directory assistance are not network elements, and therefore, not subject to unbundling.

The Staff summarizes its position on this issue as follows:

"The Proposed Order accurately concludes that this unbundling is a necessary requirement for effective competition. Further, the Proposed Order appropriately links the technical feasibility of the unbundling requirement to the Section 251(c)(3). The Proposed Order's visionary approach promotes competition from the new entrants, yet protects the incumbent LEC by tying the requirement to the above Section of the federal Act. The Proposed Order should, therefore, remain unchanged from its original version as delineated by the Hearing Examiner."

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services requested by AT&T on a wholesale basis. Staff Brief at 47.

J. Provision of Operator Service and Directory Assistance

Ameritech takes exception to the Proposed Order's conclusion that Ameritech and Centel be required to allow competitors to provide operator services and directory assistance to end users. AI BOE at 47. Ameritech argues that such provisioning is not technically feasible, contrary to Section 251(c)(3) of the Act, is not necessary for effective competition, would give resellers a competitive advantage over facilities-based providers, and would allow resellers to "cream skin." AI BOE at 48-52. Staff disagrees. As Staff has argued, requiring Ameritech and Centel to allow for competitors to provide operator services and directory assistance will further the Commission's goal of competition. In addition, facilities based providers, including payphone providers, compete for operator services. Staff Reply Brief at 29.

Ameritech has taken exception to the portion of the Proposed Order which requires Operator Services and Directory Assistance be unbundled from its resold services. See AI BOE at 47-52. Ameritech again attempts to argue that the unbundling of these services is not technically feasible. This argument is not persuasive, and AT&T has presented a workable solution that would allow for the unbundling of the services and thereby promote competition.

Ameritech also argues the Section 251(c)(3) of the federal Act is not applicable to the requirement for unbundling of operator

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services and directory assistance. This argument is quickly dispelled by simply reading that portion of the federal Act. Section 251(c)(3).

Ameritech goes on to argue that operator service and directory assistance are not network elements and, therefore, not subject to unbundling. Once again, the interpretation taken by Ameritech is self serving and dispelled by reading Ameritech's footnote quoting the federal Act's definition of a "network element". AI BOE at 48.

MFS also opposes the unbundling of operator services and directory assistance. MFS also attempts to use the federal Act as a means to alter the Proposed Order and goes on to discuss the contribution level of the services as discussed by Ameritech's witness Mr. Gebhardt. MFS BOE at 24.

The Proposed Order accurately concludes that this unbundling is a necessary requirement for effective competition. Further, the Proposed Order appropriately links the technical feasibility of the unbundling requirement to the Section 251(c)(3). The Proposed Order visionary approach promotes competition from the new entrants, yet protects the incumbent LEC by tying the requirement to the above section of the federal Act.

The Proposed Order should, therefore, remain unchanged from its original version as delineated by the Hearing Examiner.

K. AIN Switch Triggers

Ameritech Illinois has urged the Commission to reject the portion of the Proposed Order that requires Ameritech Illinois to permit access to its AIN triggers. See AI BOE at 52-55. Ameritech

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has argued that it is premature to allow such access in view of the FCC examination of the matter in CC Docket No. 96-98. Ameritech argues that there is insufficient evidence to conclude that granting the "request" would be in the public interest. Further, Ameritech has stated that the Order fails to provide a forum in which legitimate concerns could be addressed and adopts a broad policy position that access to AIN triggers is required.

The Proposed Order accurately discusses the issues regarding AIN triggers and highlights the various positions taken by the parties. Clearly, the record supports that access to the triggers is in the public interest and will promote innovation. The arguments advanced by Ameritech in its brief on exceptions are the same arguments heard throughout this case.

L. Branding of Operator Services

Ameritech takes exception to the requirement of the Proposed Order that branding of operator services and directory assistance be provided where it is technically feasible. See AI Brief on Exceptions at 57-59. Ameritech again states that it is not technically feasible to brand those services on resold lines offering no new information of the issue.

The Proposed Order addresses this argument by tying the requirement to the technical feasibility of the equipment that would provide the service. If the incumbent LEC's equipment is incapable of providing branding immediately due to technical limitations, the incumbent LEC shall submit an explanation showing

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of the limitations and a plan and timetable for achieving compliance.

No changes to this portion of the Proposed Order are therefore recommended.

III. LDOS' PETITION

Ameritech, GTE, TCG, and NFS argue that LDOS' Petition should not be granted because it is contrary to Section 13-505.5 of the PUA. None of the parties have raised any new legal arguments regarding LDOS' Petition. This issue has been addressed by the parties in response to the Motion to Dismiss, as well as initial and reply briefs. The Proposed Order properly addresses the treatment of LDOS' Petition.

Centel takes exception to the Proposed Order's conclusion not to exclude custom calling and CLASS features from the Local Switch Platform ("LSP") network element. Centel BOE at 7. Staff disagrees. The Proposed Order correctly adopts Staff's modification of LDOS' Petition. The appropriate pricing of the LSP will be addressed in the follow up proceeding. Centel would then have an opportunity to argue how the LSP should be priced.

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

ORDER

**DECLARING RESALE PROHIBITIONS VOID
AND ESTABLISHING TARIFF TERMS**

CASE 95-C-0657

ISSUED AND EFFECTIVE JUNE 25, 1996

007017

**ORDER DECLARING RESELL PROHIBITIONS
VOID AND ESTABLISHING TARIFF TERMS**
(Case 95-C-0657 Issued and Effective June 25, 1996)

This Order addresses non-price tariff and operational issues, including proposed modifications to customer service rules to reflect the development of competition. The Commission applauds the accomplishments of the parties throughout this proceeding and calls for continued collaboration on those issues yet unresolved.

Significant Items

- NYT will file a total service (i.e., bundled) resale tariff on July 1, 1996.
- Further Unbundling: NYT is directed to file tariffs on August 1 to provide ISDN links, extended links, riser cable: combined physical/virtual co-location, branded DA/OS, and self-provisioned (unbundled) DA/OS; NYT has agreed through the collaborative process to make the first three of the above items available for 10/1. Regarding the unresolved items, the Commission has stated that NYT can bring these to closure either by filing tariffs to be effective 10/1, or by "demonstrating that provision is infeasible." (p.9)
- Exclusions from Resale: NYT will be required to offer grandfathered services for resale; the company will *not*, however, be required to resell promotional offerings or Public Coin Telephone Service.
- Continued collaboration is needed relative to other restrictive provisions to be addressed in NYT tariffs; the PSC affirms its interest in maintaining class-of-customer restriction. The tariff review process will provide an opportunity to argue these issues.
- NYT must provide call detail to new entrants at sub-minute timing level and will provide it at rates that recover the costs it incurs.
- A Notice of Proposed Rulemaking will be issued that will propose modifications to existing residential customer protections which will enhance competition and provide carrier protections against fraud. These include areas of credit, collection, toll caps, advance payment, etc.
- Operational Matters: The Order includes a comprehensive summary of the accomplishments of the Operations Sub-Group (a sub-set of the collaborating parties) in the areas of service ordering, trouble administration, billing usage and detail, etc. Specific issues are addressed in detail at pp. 23-29.
- Service Quality: a proceeding will be initiated to address the quality of service provided by NYT to new entrants, and the need, if any, for carrier-to-carrier performance standards.

Conclusion: NYT tariffs by July 1; temporary rates for resale of NYT and (if appropriate) RTC by July 1996; permanent rates set in October.

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differentiate their products from those of incumbent local exchange companies. As noted above, they may not fashion totally new services out of services purchased from a total service resale tariff. However, there remains significant scope for differentiation. New entrants may package and price services differently from the incumbent. Moreover, the customer care and administrative functions such as billing, order taking, and provisioning provide opportunities to differentiate service and thereby attain competitive advantage.

A resale tariff can be amended if and when specific limitations inhibiting new entrant business plans surface. Also, new entrants will have an opportunity for review of the tariff subsequent to the July 1, 1996 New York Telephone compliance filing.

Competitors' Requests for Unbundling

New York Telephone, other local exchange companies, and cable-affiliated telephone companies believe the Commission's orders and the resale obligations of the Act do not require unbundling of retail services for resale. They contend the Act distinguishes between resale obligations and obligations to provide unbundled network elements. In contrast, other telecommunications carriers argue that the Act contemplates, if not requires, unbundling and that if our orders do not provide for it, they should be amended to do so.

In the course of the collaborative process, new entrants compiled a list of priority unbundling requests--those they view as integral to their business plans and critical for entry on October 1, 1996.

New York Telephone has agreed to satisfy three of the unbundling requests by October 1, 1996,¹ while continuing to assert its position that neither Commission orders nor the Act require it to provide unbundled services for resale. New York

¹ The three items are ISDN links, extended links, and riser cable.

CASES 94-C-0095, 95-C-0657, 91-C-1174, and 91-C-0103

Telephone also has committed to continue working on the remaining four items, bringing them to closure either by filing tariffs to provide the services or demonstrating that provision is infeasible.

To resolve these and any other outstanding issues that are neither being litigated nor disposed of in this order, the parties are directed to continue collaboration on the list of requested unbundled elements. However, to avoid delay in the commencement of effective resale competition, New York Telephone is directed to file tariffs to provide these unbundled services or elements, with the exception of unbundled switching, no later than August 1, 1996, to be effective October 1, 1996.¹

We note that multiple avenues in addition to these proceedings exist for any entrant to pursue further unbundling of network elements. The Open Network Architecture task force will address requests for additional unbundling. Moreover, the Act directs New York Telephone to negotiate with parties requesting interconnection agreements. These requests may come to us for mediation or arbitration; in any event they will come to us for approval. Accordingly, it is premature to limit the future scope of these proceedings.

New York Telephone's Proposed Exclusions From Resale

New York Telephone proposes to exclude grandfathered, promotional, and public coin telephone services from resale. New entrants oppose these exclusions.

1. Grandfathered Services

Grandfathered services are those available only to existing customers of the service; they are not available to the

¹ All parties have agreed that one item on the list, unbundling of switch capacity, would require significant effort and time to explore, and more to bring to fruition. This issue may be considered in the upcoming phase of Case 28425, which will address, in general terms, the costing and pricing of switch-related functions.

REPLY COMMENTS OF

MFS COMMUNICATIONS COMPANY, INC.

FCC DOCKET NO. 96-98

JUNE 3, 1996

005709

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

JUN 3 1996

In the Matter of)

Implementation of the Local Competition)
Provisions in the Telecommunications Act)
of 1996)

CC Docket No. 96-98

REPLY COMMENTS OF
MFS COMMUNICATIONS COMPANY, INC.

Numbering, Access to Rights of Way and
Public Notice of Technical Changes

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June 3, 1996

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1. Local Service Dialing Parity and Dialing Delays.

There was little, if any, debate with the notion that customers making local telephone calls should not be required to dial special access codes or dial any extra digits to use CLEC services. But some commentators observed that local dialing parity exists whenever CLECs acquire a central office code.²³ Of course, this would only be true if the CLEC code was a commonly used NPA code and no special dialing protocol was required to originate or terminate calls to CLEC customers. Commentors also generally agreed that a competitively neutral measure of dialing delay should be applied and that the Commission should measure dialing delay as the time when dialing begins and the call is handed to a CLEC.²⁴ GTE argued that it was too early to define and measure dialing delay, and advised the Commission to wait until permanent number portability is implemented.²⁵ MFS agrees.

2. Operator Services, Directory Assistance, Directory Listing.

Commentors generally recognized that it is important that customers have access to operator services, directory assistance and a directory listing. However, some commentators observed that the 1996 Act requires that ILECs provide CLECs with nondiscriminatory access to operator services, directory assistance and directory listings, but it does not obligate ILECs to

²³ See, e.g., Southwestern Bell Comments at pg. 8; and US West Comments at pg. 4.

²⁴ See, e.g., GVNW Comments at pg. 8; NYNEX Comments at pp. 9-10 (advocating a maximum 5 second dialing delay, the same standard as applies to 800 dialing delays); and Sprint Comments at pg. 10.

²⁵ GTE Comments at pp. 19-20.

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provide such services to CLEC customers,²² and some ILECs argued that they were already providing non-discriminatory access to their operator services so the Commission need not define a right to resell such services.²³

In contrast, Bell Atlantic argued that the obligation to resell extends only to telecommunications services and not to information services, and observed that some aspects of its operator services are information services, but in a footnote it cryptically observed that aspects of Directory Assistance, while not a telecommunications service, were properly considered part of a customer's basic local service.²⁴ US West argued that it should not be required to offer operator services, directory assistance or directory listing services to competitors.²⁵ NYNEX also argued that it is not required to offer its operator services for resale, but it may voluntarily provide them if it chooses to do so.²⁶ Southwestern Bell argued that operator services should not be offered as an unbundled network element (but provided via negotiated agreements) and Cincinnati Bell argued that access to operator services was included as a component of unbundled switch ports purchased by CLECs.²⁷

²² See, e.g., Bell Atlantic Comments at pp 6-7; and, USTA Comments at pp 6-7.

²³ See, e.g., GTE Comments at pp 17-18; and, Pacific Bell Comments at pg. 15.

²⁴ Bell Atlantic Comments at pg. 8, footnote 18 where it observes "DA typically is not a stand-alone telecommunications service offered to retail customers. Particularly in light of free call allowances and discounts required by state commissions, it should be viewed as a part of a customer's basic local exchange service."

²⁵ US West Comments at pp. 9-10.

²⁶ NYNEX Comments at pg. 7.

²⁷ Southwestern Bell Comments at pg. 6; and, Cincinnati Bell Comments at pg. 6.

The range of comments and perceptions about the duties associated with the provision of operator services, directory assistance and directory listings – some ILECs say they already provide access, some say they are not obligated to offer such offerings for resale, some assert that they are included in various unbundled elements or that they should not be unbundled – underscores the need for an unambiguous national policy. ILECs should not be allowed to unilaterally decide whether, or to what extent to offer access to operator services, directory assistance or directory listings. As the Rural Telephone Coalition points out in its comments, smaller LECs often do not offer operator services but resell services of other ILECs.²² Denial of operator services or directory assistance for resale as suggested by some ILECs would be anticompetitive by effectively prohibiting smaller ILECs and CLECs from obtaining operator services or directory assistance and thereby raising rivals' costs and restricting competitors' abilities to enter the market and compete with a full range of services. As suggested in the Notice, the Commission should simply require that ILECs provide nondiscriminatory access to operator services and directory assistance, and that such offerings include the duty to offer such services for resale.²³ Similarly, AT&T's suggestion that the duty to provide operator services should include an obligation to resell emergency interrupt, busy line verification and operator-assisted directory assistance²⁴ is an appropriate addition to Commission rules in this area.

²² Rural Telephone Coalition Comments at pg. 7.

²³ Notice at ¶ 216-217.

²⁴ AT&T Comments at pg. 8, note 11.

BellSouth -
Attachment B

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**NARRATIVE REPORT
BellSouth Telecommunications**

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INTRODUCTION

In keeping with the Commission's Order, Attachment B of this report will set forth BellSouth's positions regarding the use of certain selective routing capabilities in conjunction with AT&T's total resale of existing BellSouth retail services. The report will support BellSouth's conclusions reached regarding these four major points:

1. **The combination of total service resale with unbundled network elements is inappropriate.**
2. **BellSouth will offer unbundled network elements that AT&T can use with its own network elements to create the functionality that AT&T desires.** This report will demonstrate how unbundled capabilities that will be made available by BellSouth could be used by AT&T to provide the functionality requested.
3. **Even if the combination of total service resale with unbundled network elements was determined to be appropriate, there is at present, using existing switch capabilities and resources, no technically feasible method of accommodating AT&T's request.** The report will discuss the technical capabilities of existing switch based capabilities that were analyzed in terms of their providing the functionality requested by AT&T.
4. **Even if the combination of total service resale with unbundled network elements was determined to be appropriate, and even if it was determined that such an arrangement is technically feasible, the net effect would be to increase BellSouth's cost of providing access to operator services rather than to lead to avoided costs.**

THE COMBINATION OF TOTAL SERVICE RESALE WITH UNBUNDLED NETWORK ELEMENTS IS INAPPROPRIATE.

AT&T requested that the Commission order BellSouth to provide selective routing arrangements that will enable a customer (for which AT&T acquires service from BellSouth at wholesale and resells at retail) to reach an AT&T operator platform just as a BellSouth customer can reach a BellSouth operator service or repair service platform today (i.e., through dialing 0, 411 or 611). Fundamentally, AT&T requests that for certain calls (that is, only those calls destined for an operator services or repair service platform such as 0, 411 or s calls) a determination be made

during call set-up of whose customer (AT&T's or BellSouth's) is dialing the call and to make a selection of outgoing trunk group accordingly. This implies that:

- Billing records (or some surrogate for billing records) would be accessed by the switch.
- A determination of account control would be made (that is, "AT&T customer" or "BellSouth customer").
- This information would be used by the switch to properly select a trunk group to AT&T's operator services platform or to BellSouth's operator services platform based on that account control indicator.

BellSouth asserts that such "selective routing" is not appropriate in those cases where AT&T is reselling BellSouth service to its customers. A clear distinction exists between the resale environment and network interconnection with facilities based carriers using unbundled network elements. Consider the basic 1FR service that is purchased by a majority of the residential subscribers in Georgia. It is a retail service and therefore available for resale. However, there is not a single 1FR service sold at retail that does not include access to operator services as an integral part of the service. There is no retail residential service provided by BellSouth in the territory it serves, where the "0" on the telephone dial, when used by itself, does not provide access to a BellSouth operator.

As clarification, this access to operator services should not be confused with the actual provision of operator services. Operator services are separate, stand-alone services for which an additional charge will be levied. If a reseller chooses to utilize BellSouth's operator services, those services will be provided at the normal discount attributable to resold services. If a reseller chooses not to utilize BellSouth's operator services, the reseller must make some arrangement to have its customers reach the reseller's operators.

AT&T's suggestion that the Commission order BellSouth to provide this selective routing in the total service resale environment confuses the clearly distinct subjects of resale and unbundling. AT&T argued that it, and perhaps other resellers, wanted to provide their own operator services where, for example, they resold BellSouth's 1FR or 1FB service. If AT&T wishes to purchase unbundled loops from BellSouth and to use its own operators to service its customers, that is AT&T's option. However, the term "resale" seems pretty simple to understand. If AT&T wants to resell BellSouth's 1FR service, it has to resell that service,

**ATTACHMENT B
BellSouth Position**

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operator access and all. It cannot disassemble the service to suit its own notion of what it wants and claim to be reselling the service.

The capability for selective routing based on account control does not at present exist, nor could it be constructed with existing switch based or Advanced Intelligent Network based capabilities. The following paragraphs describe serving arrangements to access operator services platforms in both the resale and facilities based interconnection environments.

In the resale environment, the resold service includes routing of traffic to directory assistance, operator services and repair services delivered to BellSouth specified termination points. These termination points are the same for BellSouth end user customers as well as for the end user customers of all Resellers.

By comparison, in the facilities based interconnection environment, calls can be delivered to BellSouth operator services platforms (or Alternate Operator Services platforms) over dedicated trunk groups from AT&T switches. For example, AT&T could acquire unbundled loops from BellSouth, transport those loops to an AT&T switch and then deliver 0, 411 and 611 traffic to either its own or BellSouth's operator services or repair service platform. Since the traffic arrives over discrete rather than common trunk groups, BellSouth's operator services platforms could differentiate calls from AT&T customers reaching the BellSouth platform from the calls of BellSouth customers reaching that same platform. If AT&T desired that BellSouth "brand" incoming calls to BellSouth's operators, then, at a minimum, additional cost would be incurred by BellSouth for development of this new service.

The routing to termination points specified by Resellers (differing from BellSouth designated Points) would be a new capability. Resale of local exchange service envisions discounts to reflect costs avoided by BellSouth. Setting technical limitations aside, selective routing of directory assistance, operator services and repair services for resellers would generate additional, new costs for BellSouth. These costs would include the following:

- Switch translations changes to implement new Line Class Codes.
- Changes to order entry systems to allow an indication of the routing treatment desired on an end user customer-by-customer basis.

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- Numerous new ordering entries required to convey new Line Class Code information to switch memory.

The insurmountable complication arises because AT&T desires that its customers dial the **same telephone numbers** to reach its operator services or repair service (0-, 411 and 611) and have the telephone switching network somehow determine whose customer (that is AT&T's customer or BellSouth's customer) is dialing the call.

A case to illustrate likely customer confusion (even if selective routing could be achieved technically) may be found in the following example:

- Monday: An end user customer calls 611 from his/her home. Customer reaches Reseller Z to report static on the line.
- Tuesday morning: Problem is not cleared and the phone is now completely out of service. The end user customer goes next door to use the neighbor's phone to again report the trouble. The neighbor's phone service is provided via Reseller Y.
- The customer dials 611 and reaches the repair service of Reseller Y (instead of the intended bureau of Reseller Z). Reseller Y does not realize that the caller is not one of its customers and advises the customer that the trouble will be cleared by 5:00 PM that day.
- Tuesday afternoon: The customer arrives home to find that the trouble is still not cleared. Confusion continues.

The requirement to unbundle certain network elements hinges on establishing that the unbundling request is technically feasible. It could be argued categorically that the unbundling requirement of the Act is predicated on the existence of a network feature or function. That is, feature development is not a requirement of the Act. Clearly the request for selective routing is a feature non-existent in the network today and is not required by the Act. However, in the spirit of cooperation and in keeping with the desire to meet customer needs, BellSouth has studied several prospective methods for handling selective routing. The results of these investigations, which will be detailed in the following material, show that each prospective solution is not technically feasible.

**BELLSOUTH WILL OFFER UNBUNDLED NETWORK ELEMENTS
THAT AT&T CAN USE WITH ITS OWN NETWORK ELEMENTS TO
CREATE THE FUNCTIONALITY THAT AT&T DESIRES.**

Section 251 of the Telecommunications Act of 1996 requires Incumbent Local Exchange Carriers (ILECs) to provide access to unbundled network elements at any technically feasible point. Accordingly, BellSouth will offer a variety of unbundled network elements that can be used by a facilities based carrier to complement its network elements and thereby serve its customers. BellSouth will offer a rich set of unbundled elements including the following:

- Loops
- Loop concentration
- Switch ports
- Operator call services
- Directory assistance
- 800 Database Service
- 911
- Line Information Data Base (LIDB) Validation Service
- Line Information Data Base (LIDB) Storage Service
- Bill production
- Poles, ducts, conduits, Rights Of Way (ROW)
- Access to numbers
- Number portability
- Collocation
- White page listings
- Centralized Message Distribution Service (CMDS)
- Signaling
- Non-Sent Paid Report System (NSPRS)
- Local Calling Area Boundaries Guide

A facilities based carrier's using unbundled network elements in conjunction with its own elements could achieve the functionality that AT&T desires. For example, AT&T could acquire unbundled loops from BellSouth, transport those loops to an AT&T switch and then deliver 0, 411 and 611 traffic to either its own or BellSouth's operator services or repair services platform. Since the traffic arrives over discrete rather than common trunk groups, BellSouth's operator services platforms could differentiate calls from AT&T customers reaching the BellSouth platform from the calls of BellSouth customers reaching that same platform. However, if AT&T desired that BellSouth "brand" incoming calls to

BellSouth's operators, then, at a minimum, additional cost would be incurred by BellSouth for development of this new service.

EVEN IF THE COMBINATION OF TOTAL SERVICE RESALE WITH UNBUNDLED NETWORK ELEMENTS WAS DETERMINED TO BE APPROPRIATE, THERE IS AT PRESENT, USING EXISTING SWITCH CAPABILITIES AND RESOURCES, NO TECHNICALLY FEASIBLE METHOD OF ACCOMMODATING AT&T'S REQUEST.

In establishing the technical feasibility of an unbundled network element, the following minimum criteria are appropriate:

- The ability to provision, track and maintain the element.
- The ability to deliver discrete, stand-alone facilities, equipment, or logical functions of the existing or scheduled LEC network.
- The ability to maintain network integrity without undue risk, including risk of physical hazards to telephone plant or operating personnel, or risk to service degradation or service impairment of any kind.
- The ability to provide physical or logical operational interfaces between the incumbent LEC and the requesting carrier.

BellSouth analyzed the technical feasibility of four alternatives for the capability of providing selective routing of AT&T customers to AT&T operator service platforms. The following four alternative serving arrangements were addressed:

- Use of Line Class Codes (LCC).
- Use of switching system translations capabilities to create individual dialing plans.
- Use of Advanced Intelligent Network (AIN) capabilities to provide selective routing.
- Use of other switch-based capabilities to provide selective routing.

Each of these alternatives was analyzed and the results are described in the following paragraphs.

USE OF LINE CLASS CODES

In order to terminate the same dialed digits to multiple destinations, the originating switching system must have the intelligence to determine the desired routing. BellSouth has had discussions with several Alternative

Local Exchange Carriers (including AT&T) who have stated their intent to resale most or all classes of service that BellSouth offers at present. Routing to a different reseller's location based on the same dialed digits would require BellSouth to duplicate every resold class of service in a given end office for every reseller. Correspondingly, these new classes of service would each require a unique Line Class Code to be assigned. However, there is a finite number of line class codes available.

The table below shows Line Class Code capacity in the various switch types used in BellSouth's network in Georgia:

MANUFACTURER	SWITCH TYPE	LINE CLASS CODE CAPACITY
Lucent Technologies	1AESS	1024
Lucent Technologies	2BESS	512
Lucent Technologies	5ESS	4096
Nortel	DMS-100	1024

Discussion with Lucent Technologies indicated that their technical reference documents were in error regarding the Line Class Code capacity in the 5ESS and that the capacity might be nominally higher. Lucent Technologies was not willing, however, to confirm a different Line Class Code capacity than as shown in the latest version of their technical reference documents. Even with the presumed higher Line Class Code capacity for 5ESS, no material difference in BellSouth's conclusion would result regarding the infeasibility of using Line Class Codes to achieve selective routing.

Based on a detailed study of Line Class Codes in service, it is BellSouth's conclusion that the use of Line Class Codes to achieve the selective routing in a resale environment, as AT&T has requested, is not technically feasible. The study parameters include the following:

1. Counts of Line Class Codes in service were taken during July and August 1995. No growth of LCCs in service was assumed except for completion of deployment of the Call Authorization Management SM (CAM) capability. As a result, true case will be worse than as calculated and depicted without the inclusion of growth for Line Class Codes used.
2. Line Class Code capacities for specific switch types were set at the maximum known capability. These maximum levels are the greater of currently installed capacities or, as in the case of the Nortel DMS-100,

**ATTACHMENT B
BellSouth Position**

announced LCC capacity levels. Apart from these assumed levels of LCC capacity, BellSouth is not aware of other augmentations either planned or under development.

3. The measurement mechanism used could not count Line Class Codes actually in service above the level of 1000 due to a restriction of the register size. This situation is limited to the case of the Lucent Technologies 5ESS switches. True case is actually worse than depicted for two of the thirty seven (37) 5ESS switches in which the counts were taken.
4. Counts were taken in 116 switches of the following types:
 - Lucent Technologies 1AESS (34)
 - Lucent Technologies 2BESS (7)
 - Lucent Technologies 5ESS (37)
 - Nortel DMS-100 (38)

At the end of 1995, BellSouth had a total of 120 of these switches in its network in Georgia. Thus, the sampled rate of the universe is 97%.

The table below shows the results of BellSouth's study. The percentages shown are the proportions of installed switches that are not capable of providing the selective routing requested by AT&T.

Switch type	BellSouth switches in Georgia exhausted based on LCC capacity with BellSouth plus one ALEC	BellSouth switches in Georgia exhausted based on LCC capacity with BellSouth plus three ALECs	BellSouth switches in Georgia exhausted based on LCC capacity with BellSouth plus five ALECs	BellSouth switches in Georgia exhausted based on LCC capacity with BellSouth plus eight or more ALECs
1AESS	100%	100%	100%	100%
5ESS	11%	30%	76%	100%
2BESS	100%	100%	100%	100%
DMS-100	45%	82%	100%	100%
TOTAL	53%	72%	92%	100%

The obvious conclusions that may be drawn from the information in the table above include:

- Use of Line Class Codes as a method of providing selective routing in the resale environment only 'works' for BellSouth plus one ALEC (that is, AT&T) in 47% of the switches in BellSouth's network in Georgia (100% - 53%). Such a limited capability will produce widespread confusion if the Commission was to order BellSouth to provide the capability because customers served by certain switches would have their calls routed differently than customers served by other switches.
- In the robust, competitive environment that BellSouth expects to operate, most or all carriers would demand similar treatment of calls from their resold customers to their own branded operators. Virtually all of BellSouth's switches would be exhausted (92%) in the likely 'real world' scenario of BellSouth competing with five (5) or more Alternative Local Exchange Carriers in the near future. BellSouth expects at least eight (8) competitors in major markets in Georgia.
- Since entire communities are often served by a single switch, for those switches exhausted by Line Class Codes, selective routing capability would not be available.
- Line Class Codes are used for a variety of purposes including the creation of new local serving areas and new services. To cause the premature exhaust of Line Class Code capacity simply to allow AT&T (but not other carriers) a marketing advantage would be done at the price of BellSouth's not being able to introduce new products, services or dialing patterns. It is in the public interest to have BellSouth continue the stream of new products and services so customers can have more choices rather than less in the new competitive environment.
- To cause the premature exhaust of Line Class Codes would preclude the possibility in some cases of adding remote switches to an existing host switch. In such a case, significant extra cost would be incurred to make what would have been a simple remote switch a much more costly, complex host switch. Further, some existing host/remote arrangements would have to be undone such that the remote switches were upgraded to host switches, again with considerable expense.

BellSouth's analysis demonstrates forcefully that the use of LCC is not a technically feasible alternative given that:

1. This solution only 'works' for BellSouth and AT&T in the 5ESS and DMS-100 switches. No development work planned for 1AESS or 2BESS switches to expand Line Class Code capacity since these switch types are being steadily replaced.
2. BellSouth expects at least 8 competitors in major markets in Georgia who would demand equal treatment. This solution could be used for all 8 competitors in only 2% of BellSouth's 1AESS, 5ESS and DMS-100 switches.

**USE OF SWITCHING SYSTEM TRANSLATIONS CAPABILITIES TO
CREATE INDIVIDUAL DIALING PLANS**

Our analysis of the use of switching translation capabilities to create individual dialing plans likewise requires the duplication of existing LCCs. Due to this dependence of LCCs to implement the use of switching translation capabilities, the use of translations capabilities is also not technically feasible. BellSouth is aware of no technically feasible means of using switch translations capabilities to create the selective routing capability in a resale environment as requested by AT&T.

A second translations capability that was examined in terms of its ability to accommodate AT&T's request is the use of certain code conversion tables. The code conversion provides the capability to associate directory assistance, repair service and 911 services to a particular telephone number. The problem with this solution is that the code conversion works on a rate area basis. In other words, all customers in a particular rate area will be routed to the individual destinations for each of the above services, as designated in the code conversion form. Code conversion could not be performed on an individual customer basis.

Even if we could overcome the technical limitations listed in the paragraphs above, there are other switch resources that would become limiting factors in each switch technology.

The following paragraphs discuss each of these switch resources and notably, each analysis concludes that such use is neither practical nor technically feasible. The switch resources analyzed include:

- Digit prefixing and deleting
- Screening Indices
- Directory assistance trunk group capacity
- Rate centers

Digit deleting and prefixing:

AT&T requested that certain calls (that is, calls dialed as "411" and "611") be converted to 10-digit numbers and delivered to AT&T for routing through its network. Delivering calls via selective routing as requested by AT&T, would require deleting and prefixing digits (that is, for example, delete "411" and prefix the 10-digit number). The Lucent Technologies 5ESS, 1AESS and the 4ESS switching systems can not delete and prefix digits with equal access signaling on Signaling System 7 (SS7) trunks. With traditional signaling on Multifrequency (MF) trunks, the 4ESS can only delete and prefix 6 digits while the 1AESS can only delete and prefix 7 digits.

Screening Indices:

Other switch translations resources include other translations areas referred to as screening indices. These resources are used to minimize translations required by serving as standard pre-translators in the Nortel DMS-100 or Digit Analysis Selectors (DAS) in the Lucent Technologies 5ESS. In most cases, these resources are even more limited and thereby are more restrictive than the Line Class Codes.

Directory assistance trunk group capacity:

Other technical limitations include the Nortel DMS-100 capacity of 16 routes for 411. At present, four of the 16 are in use. Replication would be required for each carrier that wanted its own selective routing pattern so only 4 carriers (including BellSouth) could have the selective routing capability for its customers. Other carriers would not be able to offer selective routing to their customers, thereby creating a potential discrimination issue between competing service providers.

Rate centers:

Routing 0- traffic in the 5ESS or the DMS-100 on a selective routing basis would require a different rate center to be created for each service provider. Here again, based on switch type, rate center capacities range

from 64 to 255. In order to implement selective routing using unique rate centers would require that separate rate centers be established for each carrier. This solution would be even more limiting than the use of Line Class Codes. Additionally, this alternative suffers from being significantly more complex than the Line Class Code scenario.

After concluding its analysis, BellSouth's asserts that its analysis demonstrates forcefully that the use of existing translations capabilities to effect the selective routing that AT&T has requested is not technically feasible.

USE OF ADVANCED INTELLIGENT NETWORK (AIN) CAPABILITY TO ALLOW SELECTIVE ROUTING

BellSouth does not currently have an AIN capability that will provide the selective routing capability that AT&T has requested. Further study is required to determine if a new AIN capability could provide such a functionality in the BellSouth switches that are AIN equipped (that is, 5ESS and DMS-100 offices that are equipped for AIN Release 0.1). BellSouth asserts that the use of existing AIN capabilities to effect the selective routing that AT&T has requested is not technically feasible.

USE OF OTHER SWITCH BASED CAPABILITY TO ALLOW SELECTIVE ROUTING

The capability to provide a selective routing capability in the total service resale environment, as requested by AT&T, where customer routing patterns can be determined based upon a preferred Local Exchange Carrier indicator (rather than using Line Class Codes as discussed above) is not available in any end office switch in BellSouth today.

A pre-subscription indication feature is supported by Bell Communications Research (Bellcore) Local Switching Systems Generic Requirements (LSSGR) for the transmission of an indication to an IntraLATA Carrier, an InterLATA Carrier, or an International Carrier. Calls from these customers are automatically routed to their pre-subscribed carrier unless the customer specifies a different carrier by dialing a special access code prefix. Bellcore does not support a pre-subscription indication feature for the transmission of an indication to a Local Exchange Carrier.

For these reasons, the use of other existing switch based capabilities to effect the selective routing that AT&T has requested is not technically feasible.

USE OF PROXY SERVICE SOLUTION

Despite the numerous conference calls, meetings and letters between BellSouth and AT&T on the subject of selective routing, BellSouth first learned on July 10, 1996 that AT&T planned to include in its report a narrative discussion of a possible solution that it referred to as "Proxy Service". Obviously, learning of such a proposal only two days before the date we are required to file this joint report does not give BellSouth ample time to investigate the technical merits of such a solution and render an informed opinion to the Commission.

AT&T made no mention of this new candidate capability (Proxy Service) prior to July 10, 1996. BellSouth does not fully understand the capabilities of Proxy Service except as described in AT&T's report. BellSouth cannot, at this time, comment on Proxy Service in this report. BellSouth would note, however, that AT&T's report is inconclusive as to whether Proxy Service is capable of providing the functionality that AT&T has requested. It should be noted that AT&T's discussion of Proxy Service concludes with the statement that the underlying architecture that is, the Intelligent Peripheral interface, along with its traffic carrying capacity "requires further investigation".

EVEN IF THE COMBINATION OF TOTAL SERVICE RESALE WITH UNBUNDLED NETWORK ELEMENTS WAS DETERMINED TO BE APPROPRIATE, AND EVEN IF IT WAS DETERMINED THAT SUCH AN ARRANGEMENT IS TECHNICALLY FEASIBLE, THE NET EFFECT WOULD BE TO INCREASE BELL SOUTH'S COST OF PROVIDING ACCESS TO OPERATOR SERVICES RATHER THAN TO LEAD TO AVOIDED COSTS.

There has been no evidence presented that would indicate that any telephone plant or equipment would no longer be necessary where services were resold. Even if it could be established that certain plant and equipment would no longer be necessary, it has not been established that such plant or equipment could be sold and the unrecovered investment returned in some manner.

To the contrary, it can be demonstrated that additional costs would be incurred even if it were technically feasible to use existing switch resources and capabilities to provide the selective routing that AT&T has requested. Costs would be incurred to:

1. Replicate Line Class Codes for all classes of service that AT&T or any other ALEC would want to resell.
2. Perform new provisioning procedures to change the Line Class Code assigned to existing BellSouth customers who choose to change service providers.
3. Create and implement additional new maintenance procedures.
4. Create and implement additional new translations procedures.

However, as noted above, AT&T's main argument is its claim that it would not need BellSouth's operators (and therefore, presumably, would not need the plant and equipment associated with the operators). Even if, however, AT&T did use its own operators, it is not clear that BellSouth would need any fewer operators. Given that, when AT&T or anyone resells BellSouth's 1FR service, the end user gets access to BellSouth's operators. There simply is not a retail 1FR offering, to use the 1FR as an example, which provides a different result. In such a situation, then, there are no avoided costs. Contrary to AT&T's view, the definition of an "avoided" cost does not and should not simply mean a cost that BellSouth will be forced to absorb, or collect from its remaining customers. Also, given that all ALECs that resell BellSouth services will receive the same discounted price, a loss of parity would result between AT&T (which would cause additional cost to BellSouth) and those ALECs whose resold customers access BellSouth's operators (and thereby do not cause additional cost to BellSouth). This is not a view that comports with providing these capabilities in a non-discriminatory manner. Even if it could somehow be construed in that manner, it could not possibly be in the public interest.

SUMMARY

The combination of unbundled elements with resold services is not appropriate and was not contemplated by the Telecommunications Act of 1996. BellSouth will make available unbundled network elements that AT&T may appropriately use in conjunction with its own network elements in order to achieve the selective routing that AT&T has requested. Furthermore, using existing switch resources and capabilities, there is no technically feasible method that would allow the type of selective routing

**ATTACHMENT B
BellSouth Position**

Page 16

in a resale environment that AT&T has requested. Even if such a technically feasible method was developed, the effect would be to cause an increase in switching costs rather than to lead to avoided costs as AT&T has suggested. For these reasons, the Commission must deny AT&T's request.

The issue of selective routing is not limited to Georgia but is instead national in scope. Any technical solution must work in a variety of situations with a variety of service providers and their equipment and configurations. It is BellSouth's understanding that at least one Alternative Local Exchange Carrier (ALEC) is considering proposing this issue to the Industry Carriers Compatibility Forum (ICCF) for resolution. BellSouth believes that a national forum such as the Industry Carriers Compatibility Forum has the necessary expertise to successfully resolve this complex issue and that the Commission should defer this issue to the ICCF for resolution.

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Bcc: Jim Carroll, Loretta Cecil, Ron Shurter, Andre' Mule', Karen Cummings, Mike Guedel, Mike Harper, Wayne Kendall, Jeff King, Wayne Ellison, Wayne King, Art Lerma, Pat McFarland

July 12, 1996

Via Fax to: Mary Jo Peed

Mary Jo,

This acknowledges receipt of your unbundled Loop/Port/Usage Studies for MS and SC delivered to me yesterday in Montgomery. Below are other items that we continue to need (all have been previously requested) to facilitate mediation and negotiations:

Require No Assembly (Copying Items on Hand): Request Delivery Today, 7/12

- LA TSLRIC, LRIC, and other material filed with the LA PSC
- AL Avoidable Cost Study and all back-up material

Other Items Being Assembled by Jerry Hendrix: Request Delivery Monday, 7/15

- Item 1 as detailed in Wayne Ellison's June 20 Request: Engineering and Labor Rates
- Loop/SCIS data requested at the 6/26 Ellison/Lavett/Hendrix meeting

Require No Assembly (Copying Items on Hand): Request Deliver Monday, 7/15

- Other Avoidable Cost Studies and back-up material: FL, LA, MS, NC, SC

Other Items Being Assembled by Jerry Hendrix: Request Deliver Wednesday, 7/17

- Remainder of Wayne Ellison's June 20 Request

Other Items Which You and I Have Discussed

- If you will deliver the above items, as requested, and your Bernoulli tapes (along with any printing you have already done from the tapes), I will try to get the remaining printing done.

I believe this is a reasonable compromise in light of the fact that BellSouth had previously committed to provide the above items as soon as available (the LA TSLRIC material was committed as soon as filed, and the Avoidable Cost Studies were committed as soon as completed).

I will have the LA TSLRIC study and the AL Avoidable Cost Study picked up at BellSouth this afternoon. If any of the other material is ready this afternoon, I would like to have that picked up as well. Please call me at 404-810-7269 to confirm availability.

Thank you.



Neil Brown

Cc: Sylvia Anderson, Preston Foster

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Wise



William J. (Jim) Carroll
Vice President

Room 4170
1200 Peachtree St., NE
Atlanta, GA 30309
404 810-7262

via hand delivery and facsimile

July 12, 1996

Mr. W. Scott Schaefer
Vice President
InterConnection Services
BellSouth Telecommunications
675 W. Peachtree Street
Atlanta, GA 30375

Dear Scott:

Attached is a document that illustrates the potential customer experiences of AT&T local customers in a resale environment compared to the experiences of BellSouth's local customers based upon the most current BellSouth position. The matrix was designed to be illustrative, not comprehensive and additional processes may be added as they are identified. In order to insure that the information is as accurate as possible, I ask you to review and validate the processes identified by AT&T, as well as the BellSouth position. Our plan is to finalize this draft expeditiously, so please provide input by close of business Friday, July 19th.

The enclosed material contains AT&T Proprietary information, containing commercially sensitive and otherwise confidential data. Disclosure of such information to unauthorized persons could harm AT&T. Accordingly, the information is being provided under the terms of the confidentiality agreement we entered for the purpose of negotiations under the Federal Telecommunications Act of 1996 and may not be disclosed or used by BellSouth in any regulatory proceedings with any other party other than those within BellSouth having a "need to know" for purposes of our negotiations. And even for that very limited and restricted disclosure, we caution against disclosure of single items or subgroups of items on a standalone basis.

I look forward to your quick response.

Sincerely,

Attachment

cc: Charlie Coe

OCT 1996

Customer Experience Differences (Local Services Resale)

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PROCESS¹	AT&T customer's experience based on what BellSouth is offering AT&T today	BellSouth customer's experience
PRE-ORDERING	1. Customer requests switch as requested BellSouth not willing to provide electronic access to customer records, therefore AT&T won't know current services used by customer.	1. Customer requests switch as requested (i.e. move) BellSouth has real-time access to customer records.
	1a. Customer receives estimated quote of the price based on customers knowledge of current services.	1a. BellSouth can quote actual price because of real-time access to customer records.
	1b. Customer unable to receive quote b/c unaware of current service specifics & AT&T can't access customer service record.	1b. BellSouth can quote actual price by viewing customer records on-line.
	1c. Customer faxes copy of bill (business).	1c. Not necessary because BellSouth can quote actual price by viewing customer records on-line.
	1d. Customer must participate in 3 way call to local carrier service center (LCSC) to get customer record.	1d. Not necessary because BellSouth can quote actual price by viewing customer records on-line.
	1e. Customer orders switch as requested but has grandfathered services. Rep is unaware that some of the services that the customer is ordering may not be available for resale b/c no access to CSR.	1e. BellSouth's customer will be advised in real-time that grandfathered services are unavailable. BellSouth will not issue order.
	2. When a customer needs a number to be assigned, the Customer is assigned number for new service from block of numbers provided by BellSouth.	2. When a customer needs a number to be assigned, BellSouth assigns number for new service using mechanized number assignment system (ATLAS).
	2a. Customer requests number for service(s) other than for POTS-- AT&T must call BellSouth for number assignment.	2a. Customer requests number for service(s) other than for POTS-- BellSouth has direct on-line access to systems required.
	2b. Customer requests "vanity" or "easy to remember" number assignment. AT&T calls BellSouth to get number assigned using ATLAS.	2b. Customer requests "vanity" or "easy to remember" number assignment. BellSouth has direct on-line access to systems required.
	2b1. Customer doesn't like the first vanity	2b1. Customer doesn't like the 1st vanity numbers

¹ Process list intended to be illustrative, not comprehensive. Additional processes may be added as identified.

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7/12/96

Customer Experience Differences (Local Services Resale)

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PROCESS¹	AT&T customer's experience based on what BellSouth is offering AT&T today	BellSouth customer's experience
	numbers that BellSouth provides AT&T -- AT&T must go back & forth b/t cust. & BellSouth or 3 way call until cust. satisfied with the number.	BellSouth provides -- BellSouth keeps reading from list until customer satisfied. Fees for providing extra numbers are generally at the discretion of the BellSouth rep.
	3. AT&T will determine if dispatch is necessary using BellSouth paper guidelines.	3. BellSouth uses on-line access to customer records & plant layout to determine if dispatch necessary.
	4. AT&T calculates estimated service availability date using BellSouth's paper interval guide.	4. Calculate accurate due date by using automated system that identifies work load constraints.
	5. AT&T schedules appointment based on estimated service & customer availability date. A 4 hr. window can be accommodated.	5. Schedule appointment based on accurate service & customer availability date. A 4 hr. window can be accommodated.
	6. BellSouth system determines if dispatch is required. Because AT&T does not have access to customer records and plant layout AT&T is more likely to schedule conflicting appointments that will need rescheduling.	6. BellSouth system determines if dispatch is required. BellSouth has access to customer records and plant layout therefore are likely to schedule only accurate, non-conflicting appointments.
ORDERING	7a. AT&T transmits order to BellSouth via EDI (rip and read) process.	7a. Not necessary because BellSouth inputs order directly into ordering system.
	7b. BellSouth conducts manual error check. If error found, BellSouth calls CNSC- if CNSC can't resolve, AT&T calls customer.	7b. Not necessary because BellSouth rep can resolve manual errors while directly inputting order into system while the customer is on-line.
	7c. After BellSouth conducts initial review for errors, order is manually input into BellSouth system.	7c. BellSouth inputs order directly into ordering system.
	7d. If customer requests order between 6 p.m. and 8 a.m., AT&T will send the order to BellSouth via EDI. BellSouth will not input the order before 8 a.m.	7d. If customer requests an order between 6 p.m. and 8 a.m. BellSouth will input and process the order immediately.
	8a. Once the order has been input in the system, BellSouth systems edit the order.	8a. Real-time edit with customer on-line.
	8b. If order contains errors -firm order confirmation (FOC) is not issued & BellSouth notifies CNSC for resolution. CNSC	8b. If order contains errors -BellSouth rep corrects with customer on-line.

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7/12/96

Customer Experience Differences (Local Services Resale)

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PROCESS¹	AT&T customer's experience based on what BellSouth is offering AT&T today	BellSouth customer's experience
	resolves.	
	9. FOC received with due date via EDI & the due date different than order because of use of standard interval guide. AT&T contacts customer to negotiate new due date.	9. FOC received with due date via EDI. - Due date will always be same as on order because due date assigned is based upon actual workload.
	10. If there is a jeopardy affecting the due date, BellSouth calls AT&T to advise of jeopardy condition. AT&T contacts customer to convey status.	10. If there is a jeopardy affecting the due date BellSouth contacts customer to advise of jeopardy condition.
	11. Order completed - AT&T receives batch completions at end of day.	11. Order completed - BellSouth has on-line access to completion status.
	12. Order completed but customer calls for a status- AT&T can not provide immediate status unless they call BellSouth b/c BellSouth only provides electronic batch completions to AT&T at end of day	12. Order completed but customer calls for a status - BellSouth provides immediate status via on-line access to order information.
NON-DESIGNED MAINTENANCE & DESIGNED MAINTENANCE	13. Customer calls AT&T 800 number to report trouble.	13. BellSouth customer dials 611 or "0" to report trouble.
	13a. AT&T customers that dial 611 or "0" for maintenance will reach BellSouth.	13a. BellSouth customers that dial 611 or "0" will reach BellSouth.
NON-DESIGNED MAINTENANCE & DESIGNED MAINTENANCE	14. AT&T calls the BellSouth RRC or BRC (Residential or Business Repair Center) to report trouble.	14. Not necessary because customer is already on-line with RRC.
NON-DESIGNED	15. BellSouth screens the customer information and enters ticket into TAFI system without the benefit of	15. BellSouth screens the customer information ticket and enters ticket into TAFI while the customer is on line.

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7/12/96

Customer Experience Differences (Local Services Resale)

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PROCESS¹	AT&T customer's experience based on what BellSouth is offering AT&T today	BellSouth customer's experience
MAINTENANCE	having the customer on-line.	
NON-DESIGNED MAINTENANCE	15a. AT&T does not have access to TAFI therefore can not remotely isolate & test troubles.	15a. BellSouth utilizes TAFI to remotely isolate & test troubles while the customer waits on-line. BellSouth can provide immediate feedback to customer & possible immediate resolution.
DESIGNED MAINTENANCE	15a1. BellSouth screens the customer information and enters ticket into (work force administration) WFA system.	15a1. Same but with customer on-line.
NON-DESIGNED MAINTENANCE & DESIGNED MAINTENANCE	16. Customer requests status - AT&T must call BellSouth to obtain status - can't give real time status to customer.	16. Customer requests status - BellSouth can provide immediate status to customer on-line.
NON-DESIGNED MAINTENANCE	17. Remaining troubles referred to testing technician (20% of troubles cleared via this path)	17. Remaining troubles referred to testing technician (20% of troubles cleared via this path)
NON-DESIGNED MAINTENANCE	17b. If dispatch required BellSouth branded technician is sent wearing a BellSouth branded uniform and driving a BellSouth branded van but will leave generic documentation with handwritten AT&T name.	17b. If dispatch required BellSouth branded technician is sent wearing a BellSouth branded uniform and driving a BellSouth branded van & will leave BellSouth branded documentation.
DIRECTORY & OP. AST. BRANDING	18. AT&T customers will use directory assistance call completion and operator services that are BellSouth branded.	18. BellSouth customers will use directory assistance call completion and operator services that are BellSouth branded.

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7/12/96

Andre'

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art*

Issue: BST information (Provided for implementation of maintenance process)

Date: 6/14/96

Place: 1200 Peachtree Street

Participants	Name	Title
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Notes:

This package includes:

Lisa Griffin's Action items from Maintenance Meeting of May 17. RE: Business Maintenance.

Letter requesting Action items—(Andre', this letter is a repeat for the file)

Submitted by: Cindy Clark

Tel: (404)810-3119

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Request # 1: 1995 % Troubles by TYPE BUS

Response:	No Dial Tone	42.34
	Can't Call Others	6.25
	Transmission & Noise	16.45
	Can't Be Called	15.21
	Memory Services	10.65
	Data Failure	.54
	Physical Condition	4.04
	Miscellaneous	4.52

Request #2: % Dispatched In & % Dispatched Out

Response: The information requested is not readily available; however,
% dispatched = 55.98.

NOTE: The base for the above percentages is comprised of only measured troubles and does not include reports that were excluded.

Request #3: Provide information relative to

- a) how it is determined whether or not a dispatch is required, and
- b) when a trouble determination charge will be assessed.

Response: Based on information provided by the customer and test results (via manual interactive testing with the customer and/or mechanized systems), the BRC will determine if a dispatch is required. The ticket is then routed for dispatch to the customer's premise or the appropriate network organization within BellSouth (i.e., central office, translations, etc.).

Complex customers are billed based on the service(s) provided to them by the BRC and/or other BellSouth technicians on all maintenance calls. If eligible, Small Business customers may elect to subscribe to an optional maintenance service plan. This will be indicated on the customer's record and displayed to the BRC clerk when the customer reports a maintenance problem.

Question #1 : Does the WFA system

- a) . . . provide a tracking log?
- b) . . . extract information from other systems such as TIRKS?

Response: WFA - Work Force Administration incorporates three (3) different systems: WFA-C (Control), WFA-DO (Dispatch Out) and WFA-DI (Dispatch In). In addition, WFA is linked to various other systems such as TIRKS.

A chronological log is maintained in WFA-Control for every active WFA ticket. Manual entries are posted to the log to document pertinent information (i.e., customer status calls, escalations, etc.). Moreover, the log is automatically updated whenever the status of the ticket changes in the system.

Question #2:

When are statuses provided to the customer?

Response:

BellSouth pro-actively provides status calls when the following occurs:

*May not
be BRC*

- Upon isolation of the trouble. However, flow through ticket handling may preclude customer statusing.
- • When there is significant change in status from the initial customer status notification (i.e., a subsequent hand-off to another repair organization).
- If the report was received prior 3:00 p.m. of the current day and/or repair activity is expected to continue past the customer's normal business hours (includes reports expected to be carried over to the next day). An after hours restoral contact is obtained if appropriate.
- If at 8:00 a.m., any trouble reports exist that have been carried over from the previous day.
- • Upon restoration of the trouble report.

*May not
be BRC*

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William J. (Jim) Carroll
Vice President

Room 4170
1200 Peachtree St., NE
Atlanta, GA 30309
404 810-7262

July 15, 1996

VIA FACSIMILE AND U.S. MAIL

W. Scott Schaefer
Vice President - Marketing
Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree St.
Room 4422
Atlanta, GA 30375

Dear Scott:

This letter is in response to your letter received June 28, 1996, regarding BellSouth's refusal to proceed with AT&T's market entry test in Tennessee.

Contrary to your assertion, there is more than adequate foundation upon which to launch the test. The Tennessee rules, approved by the Public Service Commission on two separate occasions, provide the foundation upon which to bring choice to Tennessee consumers without further delay. Moreover, as stated previously, AT&T does not agree that contractual arrangements between BellSouth Telecommunications and AT&T are necessary for AT&T and BellSouth to comply with the applicable state legislation and local service rules.


Although BellSouth's claims to want to "work together with AT&T" on this test, BellSouth's offer is contingent on AT&T agreeing with BellSouth's interpretation of the applicability of the Telecommunications Act of 1996. It is our position that the Tennessee test is separate and distinct from the Telecommunications Act of 1996 negotiations process and, under these circumstances, is permissible under current state rules.

In closing, although we are unable to address whether any interconnection agreements you have finalized with other companies meet the requirements of your other wholesale customers, we are certain that those agreements would not satisfy our

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customers' needs. We are committed to bringing our customers the level of service that they demand and expect from AT&T.

Sincerely,

A handwritten signature in black ink, appearing to read "W. J. Carroll", written over a circular stamp or mark.

William J. Carroll

490217