

Tracy Hatch Attorney

August 21, 1997

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Mrs. Blanca Bayo, Director Bureau of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Docket No. 960833-TP

Dear Mrs. Bayo:

Attached please find technical provisions to the Interconnection Agreement between AT&T and BellSouth. AT&T and BellSouth have mutually agreed to the attached provisions through negotiations which occurred subsequent to the Commission's approval of the Interconnection Agreement. The attached provisions form a part of the Interconnection Agreement between AT&T and BellSouth approved by the Commission on June 19, 1997.

Sincerely,

Tracy Hatch

TH: sad APP

Enclosures

cc:

Nancy B. White, Esq. Richard D. Melson, Esq.

EAG

LEG

OTH

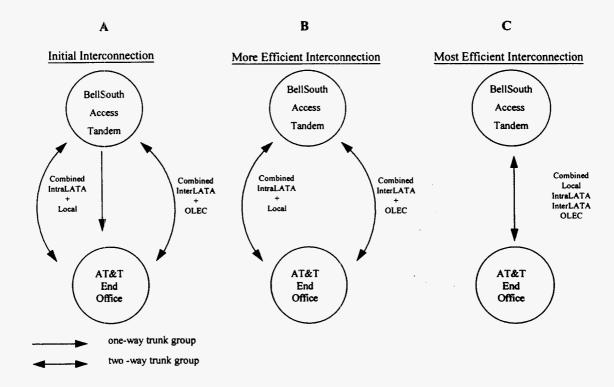
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FPSC-RECORDS/REPORTING

TRUNKING



- Notwithstanding Section 16.6.1.4, AT&T may, at its option, use its toll 16.6.1.5 access egress trunk groups to terminate outbound local, intrastate toll and interstate toll traffic destined for BellSouth, ICOs, and CLECs at no additional cost to AT&T.
- 16.6.1.6 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in Section 16.2 of Attachment 2.
- At AT&T's request, BellSouth shall provide for overflow routing from a 16.6.1.7 given high usage trunk group or groups onto another final tandem trunk group.
- 16.6.1.8 BellSouth and AT&T shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.
- **BOCUMENT NUMBER-DATE** Interconnection shall be made available upon AT&T's request at any 16.6.1.9 technically feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim LNP can be provided.

16.6.1.10 Trunk Interface Requirements

16.6.1.10.1 B911/E911 Trunks

Customer originates traffic and AT&T sends it to BellSouth for termination. AT&T will determine whether the traffic is local or toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or toll. Each Party will provide the other with information that will allow it to distinguish among local. intrastate toll and interstate toll traffic. At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. Where the originating Party cannot provide the terminating Party with actual usage data to enable the terminating Party to distinguish a local call from a toll call, the originating Party will report to the terminating Party its Percent Local Usage ("PLU") factors and the application of such PLUs will determine the amount of local minutes to be billed to the terminating Party. PLUs will be sent monthly or quarterly, as mutually agreed to by the Parties. Each Party may audit the traffic reported to it by the other Party as provided for in Section 11.2 of the General Terms and Conditions to this Agreement. When AT&T interconnects with BellSouth's network for the purpose of completing local and toll traffic, AT&T will, at its option. interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' toll calls. Such interconnection will be ordered as needed by AT&T to complete such local and toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement. Except as provided in Section 11.2 of the General Terms and Conditions of this Agreement, each Party agrees not to charge the other Party for any costs incurred as a result of providing such Party with PLUs in lieu of sending actual usage data to distinguish local and toll traffic.

6. Local Number Portability

6.1 **DELETED**

6.2 When an IXC terminates an interLATA or IntraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call

for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

- 7. Issuance of Bills General
- 7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish

- forth in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.
- 14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. Late Payment Charges

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by AT&T, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by AT&T for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed by AT&T on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

16. Adjustments

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

CERTIFICATE OF SERVICE

DOCKET NOS. 960833-TP, 960846-TP and 960916-TP

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Marsha E. Rule dmp