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HOPPING GREEN SAMS & SMITH
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS

123 SOUTH CALHOUN STREET
POST OFFICE BOX 6526
TALLAHASSEE, FLORIDA 32314

(904) 222-7500
FAX (904) 224-8551
FAX (904) 425-3415

Writer's Direct Dial No.
(904) 425-2313

GARY K. HUNTER, JR.
JONATHAN T. JOHNSON
ROBERT A. MANNING
ANGELA R. MORRISON
GARY V. PERKO
KAREN M. PETERSON
R. SCOTT RUTH
W. STEVE SYKES
T. KENT WETHERELL, II

OF COUNSEL
W. ROBERT FOKES

JAMES S. ALVES
BRIAN H. BIBEAU
KATHLEEN BLIZZARD
ELIZABETH C. BOWMAN
RICHARD S. BRIGHTMAN
PETER C. CUNNINGHAM
RALPH A. DeMEO
THOMAS M. DeROSE
WILLIAM H. GREEN
WADE L. HOPPING
FRANK E. MATTHEWS
RICHARD D. MELSON
MICHAEL P. PETROVICH
DAVID L. POWELL
WILLIAM D. PRESTON
CAROLYN S. RAEPPEL
DOUGLAS S. ROBERTS
GARY P. SAMS
ROBERT P. SMITH
CHERYL G. STUART

February 13, 1997

Ms. Blanca S. Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: MCI/BellSouth Arbitration
Docket No. ~~960846~~ TP and 960846-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, Inc., on behalf of itself and its affiliates, including MCI Telecommunications Corporation, are the original and fifteen copies of a document entitled "Updates to MCImetro/BellSouth Interconnection Agreement."

This document is an attempt to reconcile slight differences in language in provisions that were shown as "agreed" in both the MCImetro contract submission and the BellSouth contract submission. To the best of our knowledge (with the possible exception of Attachment VI, §1.5.1) this document shows the correct final contractual language for the sections identified as agreed to between MCImetro and BellSouth.

If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,
Richard D. Melson
Richard D. Melson

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UPDATES TO MCImetro/BELLSOUTH INTERCONNECTION AGREEMENT

Attachment II

2.3.1.9 MCIIm may purchase any and all levels of MULTISERV Service for resale, without restriction on the maximum number of lines that may be purchased for any one level of service. Where minimum number of line restrictions apply, MCIIm may aggregate subscribers to satisfy such restrictions. MCIIm shall be permitted to resell MULTISERV to multiple and different subscribers of MCIIm for purposes of aggregation; provided, however, that the lines must be aggregated with the MCIIm-defined common block.

2.3.3.1 BST will forward to MCIIm, in electronic format, all information regarding a subscriber's program eligibility, status and certification when a BST subscriber currently on any BST telephone assistance program changes service to MCIIm as their local exchange carrier. BST will cooperate in obtaining any subsidy associated with a subscriber transfer to MCIIm.

2.3.6.1 For purposes of this Agreement, a BST promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCIIm, for example, by offering a sequential series of 90 - day or less promotional rates to BST subscribers.

2.3.6.3 MCIIm shall offer a promotion obtained from BST to customers who would qualify for the promotion if they received it directly from BST; however, MCIIm shall otherwise remain free to package and price the resold promotion, other than a short term promotion as defined above, without restriction. A BST promotion for a particular service shall not limit MCIIm's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the promotion.

2.3.9.4 BST shall offer for resale, at a minimum, the following features with its COCOT Line Coinless-service:

Blocking for 1 + international, 10XXXXX1 + international, 101XXXXX1 + International, 1+900, N11, 976, 7 or 10 digit local, 1 + DDD

Attachment III

Section 5 - Left Blank Intentionally

Section 6 - Left Blank Intentionally

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or

Digital Cross Connect (DSX) panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCI as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled local switching. Such functionality shall include all of the features, functions, and capabilities that the underlying BST switch that is providing such Local Switching function is capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), MULTISERV, or MULTISERV-like services, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. Local Switching shall also be capable of routing local, intraLATA, interLATA, calls to international subscriber's preferred carrier, call features (e.g., call forwarding) and MULTISERV capabilities.

10.2.8 Left Blank Intentionally

Attachment IV

1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits BST's network, and local transit traffic to other LECs. Local transit traffic to other LECs shall only be assessed the local interconnection charge.

2.2.2 The IP determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.2.2.1 "Transport", which includes the transmission and any necessary tandem switching of local telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

2.2.2.2 "Termination", which includes the switching of Local Traffic at the terminating carrier's end office switch.

7.3 Where MCI provides local exchange services via switch facilities, each party shall provide to the other, within 20 calendar days after the end of each BST fiscal quarter (commencing with the first full fiscal quarter after the effective date of this agreement), a

usage report with the following information regarding traffic originating from facilities provided by the originating party and terminated over the Local Interconnection Trunk Groups:

7.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) at the state level terminated to each other over the Local Interconnection Trunk Groups and

Attachment V

2.20 MCIIm shall be compensated by BST for any delays in the negotiated completion and turnover dates which create expenditures for MCIIm. MCIIm will be reimbursed in the amount equal to the MCIIm expenditures incurred as a direct result of delays created by BST. Such expenditures may include items such as lease extension penalties incurred when MCIIm could not vacate a leased property on or by the central office space availability date originally committed by BST, as a result of delays on BST's part.

Attachment VI

1.5.1 Licenses Required. Before placing any facilities in BST's conduits or ducts or attaching any facilities to BST's poles, anchors or anchor/guy strands, MCIIm must first apply for and receive a written license from BST. BST shall not unreasonably deny or delay issuance of any license and, in any event, BST shall issue such license within twenty (20) business days from (i) submission of the license application if make-ready work is not required, or (ii) completion of make-ready work, if make-ready work is needed.

Attachment VII

2.4 LERG Reassignment: Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIIm through industry recognized guidelines and the Local Exchange Routing Guide (LERG). Updates to translations in the BST switching office from which the telephone number is ported will be made by the BST prior to the date on which LERG changes become effective, in order to redirect calls to the MCIIm switch via route indexing or the INP method specified by MCIIm.

Attachment VIII

2.3.2.3.1 BST shall provide to MCIIm, on a restricted basis which will appropriately safeguard subscribers' privacy, a real-time, electronic interface to BST's subscriber information systems which will allow MCIIm to obtain the subscriber profile information, including listed name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber's account(s). The Parties shall mutually agree on restrictions that will appropriately safeguard subscribers' privacy.

2.3.2.3.1.1 Until access to CSRs is available via a real-time, electronic interface, BST shall provide CSRs via a three-way call to a BST service center or will fax a copy of the customer's record to MCI with the customer's permission. BST will also make available to MCI the "switch-as-is" process. BST will also provide information on an existing account in conjunction with issuing an LSR to convert the subscriber's service to MCI.

3.2.1 BST shall provide MCI monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to MCI for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. BST shall issue multiple bills per month, on the first day of the month until otherwise notified by MCI and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by BST to MCI shall include:

3.2.6 Left Blank Intentionally

4.1.1.3 BST shall provide MCI with copies of detail usage on MCI accounts. However, following execution of this Agreement, MCI, may submit and BST will accept a PON for a time and cost estimate for development by BST of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCI for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 13th day of February, 1997.

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Nancy White
c/o Nancy Sims
BellSouth Telecommunications
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301

Tracy Hatch
AT&T
101 N. Monroe St., Suite 700
Tallahassee, FL 32301

Floyd R. Self
Norman H. Horton, Jr.
Messer, Caparello, Madsen,
Godlman & Metz
215 S. Monroe St., Ste. 701
Tallahassee, FL 32301

and by UPS Delivery to:

Nancy White
BellSouth Telecommunications
675 West Peachtree St., Ste. 4300
Atlanta, GA 30375

Robin D. Dunson
AT&T
Room 4038
1200 Peachtree St. NE
Atlanta, GA 30309



Attorney

HOPPING GREEN SAMS & SMITH
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS

FILE COPY

JAMES S. ALVES
BRIAN H. BIBEAU
KATHLEEN BLIZZARD
ELIZABETH C. BOWMAN
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POST OFFICE BOX 6526
TALLAHASSEE, FLORIDA 32314
(904) 222-7500
FAX (904) 224-8551
FAX (904) 425-3415

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ROBERT A. MANNING
ANGELA R. MORRISON
GARY V. PERKO
KAREN M. PETERSON
R. SCOTT RUTH
W. STEVE SYKES
T. KENT WETHERELL, II
OF COUNSEL
W. ROBERT FOKES

Writer's Direct Dial No.
(904) 425-2313

February 14, 1997

Monica Barone
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket Nos. 960846-TP, ~~960846~~, 960916

Dear Monica:

Enclosed for your use is MCI's cross index to where various disputed items were addressed in the above proceeding.

By copy of this letter, this document has been provided to the parties on the attached service list.

Very truly yours,



Richard D. Melson

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**MCI CROSS-INDEX
TO WHERE MATTERS WERE ADDRESSED IN ARBITRATION**

MCI's Petition For Arbitration clearly asked the Commission to arbitrate all unresolved issues between the parties. (Petition, ¶¶ 20, 26-27, 34, 58, 67) Those issues were identified in both Exhibit 3 and Exhibit 4 to MCI's Petition, which were incorporated by reference into that Petition and which later became part of Hearing Exhibit 21. MCI's proposed contract language on many of the specific items still in dispute is part of the record in Exhibit 27, sponsored by Mr. Ron Martinez. Other disputed provisions, while not the subject of specific testimony, are required in order ensure that MCI receives treatment that is on a parity with what BellSouth provides to itself, and are fully consistent with the general parity requirements of the Order.

Under MCI's understanding of Prehearing Officer Deason's ruling at the initial status conference in this docket, the Commission strongly encouraged the parties to continue to negotiate detailed contractual provisions, but indicated that where the parties were unable to reach agreement, the Commission would ultimately pick the position of one party or the other on each remaining unresolved issue.

CONTRACT PROVISION SUBJECT	WHERE INCLUDED IN ARBITRATION
General Terms 1.2 Discontinuing Resale	Exhibit 27: General Terms § 1.2 Exhibit 21, Term Sheet: XIV § 1.7 Issue 6 (as to resold services)
General Terms 11 Indemnification	PHO ruled that Issue 22 (relating to liability and indemnification) would not be arbitrated as to MCI. MCI still believes that it is appropriate for the PSC to select between the competing language submitted by the parties.
General Terms 12 Limitation of Liability	PHO ruled that Issue 22 (relating to liability and indemnification) would not be arbitrated as to MCI. MCI still believes that it is appropriate for the PSC to select between the competing language submitted by the parties.
General Terms 15.2 Remedies	Exhibit 27: General Terms § 15.2 Issue 7 (quality assurance)
General Terms 19 Non-Discriminatory Treatment	Exhibit 27: General Terms § 19
General Terms 20.2 Termination	Exhibit 27: General Terms §§ 20.3, 20.3
General Terms 22 Audit	Exhibit 27: General Terms § 22 Issue 7 (quality assurance)
General Terms 25.7 Branding	This is a BST issue.

CONTRACT PROVISION SUBJECT	WHERE INCLUDED IN ARBITRATION
IV.2.2.2 through IV.2.2.2.2 Interconnection--Local Calling Area	Exhibit 27: IV §§ 2.2.2 through 2.2.2.2 PHO ruled that Issue 28 (relating to interconnection) would not be arbitrated as to MCI. MCI still believes that it is appropriate for the PSC to select between the competing language submitted by the parties.
IV 2.4.1 through 2.4.3 Tandem Deemed an End Office	Exhibit 27: IV §§ 2.4.1 through 2.4.3 PHO ruled that Issue 28 (relating to interconnection) would not be arbitrated as to MCI. MCI still believes that it is appropriate for the PSC to select between the competing language submitted by the parties.
VI 1.1.28 Rights of Way -- Spare Capacity	Exhibit 27: VI §§ 3.5, 3.16, 3.17 Issue 11
VI 1.2.6 Encumbrances on right to convey	--
VI 1.2.9.5 Emergency Inner Duct	Exhibit 27: VI §3.16
VI 1.3.6.7, 1.3.9.3, 1.3.9.4, 1.3.10 Manhole Pumping, BellSouth's review of procedures, compliance with governmental regulations	These are issues raised by BST.
VI 1.5.2.2 Information re: availability of conduit	Exhibit 27: VI § 3.7 See also, Order @ page 89.
VI 1.6.3 Compliance with Enviornmental laws	Exhibit 27: VI § 3.2 See also, Order @ page 89
VI 1.8.2.2 Occupancy of duct and manhole	Exhibit 27: VI 3.14
VIII 2.1.5.3, 2.1.5.4 Credit History	See Order @ pages 79-81 Issue 13 (access to customer information)
VIII 2.3.2.6 On line access to telephone numbers	Exhibit 27: VI § 2.3.2.6 Issue 13 (operations support systems)
VIII 6.1.3.3.3.3. Calling Card	Exhibit 27: VI § 6.1.3.3.3.3 Issues 1(a), 13
VIII 6.1.3.15 INP BLV/BLI request for Ported #	Exhibit 27: VIII § 6.1.3.15 Issue 1(a)
VIII 6.1.4.1.1 EDI Date	Exhibit 27: VIII § 6.1.4.1.1 Issues 1(a), 13
IX 3.1, 3.1.2, 3.1.3 Liability -- Uncollectible Revenues	Exhibit 27: IX §§ 3.1, 3.1.2, 3.1.3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 14th day of February, 1997.

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Tracy Hatch
AT&T
101 N. Monroe St., Suite 700
Tallahassee, FL 32301

Nancy White
c/o Nancy Sims
BellSouth Telecommunications
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301

Floyd R. Self
Norman H. Horton, Jr.
Messer, Caparello, Madsen,
Godlman & Metz
215 S. Monroe St., Ste. 701
Tallahassee, FL 32301

and by UPS Delivery to:

Nancy White
BellSouth Telecommunications
675 West Peachtree St., Ste. 4300
Atlanta, GA 30375

Robin D. Dunson
AT&T
Room 4038
1200 Peachtree St. NE
Atlanta, GA 30309



Attorney