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RECORDS AND
REPORTING

Marshall M. Criser, III
Regulatory Vice President

January 15, 1999

990057-TP

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

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by The Other Phone Company, Inc. d/b/a Access One Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-97-1181-FOF-TP issued October 2, 1997 in Docket 970769-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. within 90 days of its submission. The Act provides that 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, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their amendment.

Very truly yours,

Marshall M. Criser, III
Regulatory Vice President
(22)

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FPS-C-RECORDS/REPORTING

**AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
THE OTHER PHONE COMPANY AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 29, 1997**

Pursuant to this Agreement, (the "Amendment") The Other Phone Company, Inc. ("Access One") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated April 29, 1997 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Other Phone Company, Inc. has changed the name of said business to The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One"). The Resale Agreement is hereby amended to reflect the name change.
2. Exhibit 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of Access One, is hereby an attachment to the Resale Agreement
3. Exhibit 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of The Other Phone Company, Inc., is hereby an attachment to the Resale Agreement.
4. Section VII Payment and Billing Arrangements is hereby deleted in its entirety and replaced with a new Section VII as follows:

VII. Payment And Billing Arrangements

- A. Prior to submitting orders to the Company for local service, a master account must be established for Access One. The Access One is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- B. The Company shall bill Access One on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Access One. Access One shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Access One from Access One's customer. The Company will not become involved in billing disputes that may arise between Access One and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of Access One's accounts.

- E. The Company will bill Access One, 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, to Access One.**
- F. 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 funds. Payment is considered to have been made when received by the Company.**
- 1. 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.**
 - 2. If Access One requests multiple billing media or additional copies of bills, the Company will provide these at an appropriate charge to Access One.**

G. Billing Disputes

- 1. Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:**
 - 1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.**
 - 1.2. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.**
- 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.

- H. Upon proof of tax exempt certification from Access One, the total amount billed to Access One will not include any taxes due from the end user. Access One 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, Access One will be responsible for, and remit to the Company, 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 the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. 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 as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
 - K. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Access One.
 - L. The Company will not perform billing and collection services for Access One as a result of the execution of this Agreement. Requests by the Access One for assistance with billing services should be referred to the appropriate entity or operational group within the Company.
 - M. Pursuant to 47 CFR Section 51.617, the Company will bill Access One end-user common line charges identical to the end-user common line charges the Company bills its end-users.
 - N. In general, the Company will not become involved in disputes between Access One and Access One's end-user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Access One shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Access One to resolve the matter in as timely a manner as possible. Access One may be required to submit documentation to substantiate the claim.
5. All of the other provisions of the Resale Agreement, dated April 29, 1997, shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Access One Communications, Inc.

By: *Kea Bacitz*

Name: *Kea Bacitz*

Title: *CEO*

Date: *12-23-98*

BellSouth Telecommunications, Inc.

By: *Jerry Hendrix*

Name: *Jerry Hendrix*

Title: *Director*

Date: *12/29/98*

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Access One agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to Access One. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Resale Agreement executed between BellSouth and The Other Phone Company, Inc.
2. Access One hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. Access One hereby
 - assumes all obligations for services provided to The Other Phone Company, Inc. and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to The Other Phone Company, Inc. for such services pursuant to the applicable tariff or resale agreement.
 - does NOT assume all obligations for services offered to The Other Phone Company, Inc. and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. Access One specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of The Other Phone Company, Inc. as well as any and all charges incurred during the time period that Access One is a customer.
5. Access One specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. Access One agrees that the requirements of this Agreement apply where The Other Phone Company, Inc. requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of The Other Phone Company, Inc..
7. Access One understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.

9. The undersigned is a duly authorized representative of Access One and by the authority granted to the undersigned by The Other Phone Company, Inc. is authorized to bind it to the terms and conditions contained herein.

10. Signed this 23 day of December 19 98.

Access One Billing Name & Address:

By: *Younis Bani*
(Signature)


AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and The Other Phone Company, Inc. agree as follows:

1. The Other Phone Company, Inc. agrees to transfer services in the name of Access One specifically including attached billing account number(s) and thereby relinquish all claims to this account, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to The Other Phone Company, Inc..
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth Telecommunications in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between The Other Phone Company, Inc. and Access One, to the contrary, The Other Phone Company, Inc. recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from The Other Phone Company, Inc., current, past due and presently outstanding bills which are attributed to The Other Phone Company, Inc..
4. Notwithstanding any agreement between The Other Phone Company, Inc. and Access One, to the contrary, The Other Phone Company, Inc. recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge The Other Phone Company, Inc. from remaining jointly or severally liable with Access One for any obligations existing at the time of transfer.
5. Signed this 23 day of December 1998.

The Other Phone Company, Inc. Billing Name & Address:

By:


(Signature)