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Marshall M. Criser III  
Regulatory Vice President

April 9, 1999

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RECORDS AND REPORTING

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 Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corp. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Network Telephone Corp. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Network Telephone Corp. The Commission approved the initial agreement between the companies in Order No. PSC-98-1314-FOF-TP issued October 9, 1998 in Docket 980860-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Network Telephone Corp. 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 agreement.

Very truly yours,

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

DOCUMENT NO.  
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**Amendment to  
Master Interconnection Agreement  
by and between  
BellSouth Telecommunications, Inc.  
and Network Telephone Corporation dated May 6, 1998**

This Agreement (the Amendment) refers to the Interconnection Agreement ("the Agreement") entered into by Network Telephone Corporation ("Network Telephone") and BellSouth Telecommunications, Inc. ("BellSouth") on May 6, 1998. This Amendment may refer to Network Telephone and BellSouth or both as "Party" or "Parties" and shall be deemed effective on the date executed by the Parties.

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

1. The following Operational Support Systems ("OSS") Rates sections and associated rates are hereby be deleted in their entirety from the Pricing section contained in Attachment 11 of the Agreement:

Exhibit 1, Alabama - Section 10  
Exhibit 4, Kentucky - Section 10  
Exhibit 5, Louisiana - Section 8

Exhibit 7, North Carolina-Section10  
Exhibit 8, South Carolina - Section 10

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
AL, KY, NC, SC, TN	\$100.00	\$50.00	\$10.80	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$18.14

2. The following Operational Support Systems ("OSS") Rates sections are hereby be deleted in their entirety from the Pricing section contained in Attachment 11 of the Agreement:

Exhibit 2, Florida - as amended on 9/10/98 - Section 9  
Exhibit 6, Mississippi, as amended on 11/25/98 - Section 9

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3. The following sections of the Pricing section of Attachment 11 of the Agreement shall be renamed from Electronic Interfaces to Operational Support Systems (OSS) Rates and the language therein shall be replaced in its entirety with the language below:

- Exhibit 1, Alabama - Section 8
- Exhibit 2, Florida - as amended on 9/10/98 - Section 8
- Exhibit 4, Kentucky - Section 9
- Exhibit 5, Louisiana - Section 7
- Exhibit 6, Mississippi, as amended on 11/25/98 - Section 8
- Exhibit 7, North Carolina - Section 8
- Exhibit 8, South Carolina - Section 8
- Exhibit 9, Tennessee - Section 8

**Operational Support Systems (OSS) Rates**

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

4. The following OSS Rates contained in Table 1 of Attachment 11 of the Agreement for the states for Florida, Georgia, Kentucky and Mississippi shall be deleted in their entirety as follows:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>FL</b>
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	\$50.00
NRC	\$100.00
OSS Order charge, per LSR received from the CLEC by one of the OSS interfaces	\$10.80
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$22.00

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>KY</b>
OSS Electronic Interfaces, per order	\$10.89

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>MS</b>
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	\$50.00
NRC	\$100.00
OSS Order Charge, 1,000 LSRs received from the Network Telephone by one of the OS interactive interfaces, per month (per Network Telephone basis) First 1,000 LSRs received	NA
OSS Order charge, per LSR received from the Network Telephone by one of the OSS interfaces	\$10.60
Incremental charge per LSR received from the Network Telephone by means other than one of the OSS interactive interfaces	See applicable rate element

5. The following OSS Rates shall be added to Table 1 of Attachment 11 of their existing Agreement:

OPERATIONAL SUPPORT SYSTEMS	AL, LA, MS, SC	FL, KY, NC, TN
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99

6. Network Telephone will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

7. The Parties agree that any charges BellSouth is unable to bill on March 1, 1999 will be trued up on or about July 1, 1999.

8. The Parties agree that all other provisions of the Agreement, May 6, 1998, shall remain in full force and effect.

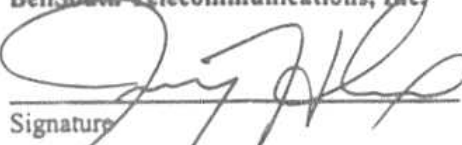
9. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act 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.

**Network Telephone Corporation**

**BellSouth Telecommunications, Inc.**

  
Signature

  
Signature

J. Harry Matthews  
Name

Jerry D. Hendrix  
Name

VP  
Title

Director - Interconnection Services  
Title

3/23/95  
Date

4/1/99  
Date