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RECORDS AND
REPORTING

Marshall M. Criser III
Regulatory Vice President

May 7, 1999

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

990504-TP

Dear Mrs. Bayo:

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Dieca Communications, Inc. d/b/a Covad Communications Co. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Dieca Communications, Inc. d/b/a Covad Communications Co. 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 Dieca Communications, Inc. d/b/a Covad Communications Co. The Commission approved the initial agreement between the companies in Order No. PSC-99-0311-FOF-TP issued February 18, 1999 in Docket 981848-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Dieca Communications, Inc. d/b/a Covad Communications Co. 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)

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[Signature]
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05836 MAY-7 99

FPSC-RECORDS/REPORTING

**Amendment to Master Interconnection Agreement
by and between BellSouth Telecommunications, Inc.
and DIECA Communications, Inc. d/b/a Covad Communications Company.**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") and BellSouth Telecommunications, Inc. ("BellSouth") on December 1, 1998. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

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, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and DIECA agree to delete the table of Operational Support System (OSS) Rates contained in Exhibit A of Attachment 1 of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

2. BellSouth and DIECA agree to delete the following OSS Rate sections from the Pricing Section of Attachment 11 of their existing Agreement.

Alabama	Section 10	Mississippi	Section 11
Florida	Section 9	North Carolina	Section 10
Georgia	Section 9	South Carolina	Section 10
Kentucky	Section 10	Tennessee	Section 10
Louisiana	Section 8		

3. BellSouth and DIECA agree to rename the following sections of the Pricing Section of Attachment 11 of their existing Agreement from Electronic Interfaces to Operational Support Systems (OSS) Rates and to replace the language therein in its entirety with the language below.

Alabama	Section 8	Mississippi	Section 8
Florida	Section 8	North Carolina	Section 8
Georgia	Section 8	South Carolina	Section 8
Kentucky	Section 9	Tennessee	Section 8
Louisiana	Section 7		

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. BellSouth and DIECA agree to delete the following OSS Rates contained in Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	AL, FL, MS, NC, SC, TN	KY	LA
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	\$50.00	\$50.00	\$50.00
NRC	\$100.00	\$100.00	\$100.00
OSS Order charge, per electronic order, per end user account	\$10.80	\$10.89	\$9.16
Surcharge for manually placed orders, per end user account	\$22.00	\$22.00	\$18.14

OPERATIONAL SUPPORT SYSTEMS	GA
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	\$200.00
OSS Order Charge, per first 1,000 orders (one end user per order) per month	\$550.00
OSS Order Charge, per each add'l 1,000 orders (one end user per order) per month	\$110.00
OSS Order charge, per electronic order, per end user account	NA
Surcharge for manually placed orders, per end user account	NA

5. BellSouth and DIECA agree to add the following OSS Rates to Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, 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. The Parties agree that DIECA 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 the threshold plan described in Paragraph 6. above may be superseded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

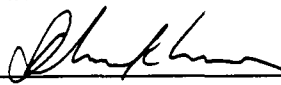
8. The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

9. The Parties agree that all other provisions of the Agreement, dated December 1, 1998, shall remain in full force and effect.

10. 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.

DIECA Communications, Inc.
d/b/a Covad Communications Company



Signature

Dhruv Khanna

Name

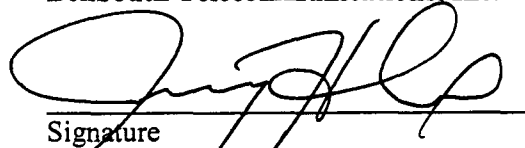
EVP + General Counsel

Title

4/9/99

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Director - Interconnection Services

Title

4/12/99

Date

DUPLICATE ORIGINAL