

BellSouth Telecommunications, Inc Suite 400 850 224-7798 Fax 850 224-5073 Marshall M. Criser III Regulatory Vice President

150 South Monroe Street Tallahassee, Florida 32301-1556

July 6, 2001

010948-78

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

Re: Approval of two Amendments to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Plus, Inc. d/b/a Hale and Father, Inc. 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 Plus, Inc. d/b/a Hale and Father, Inc. 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 Plus, Inc. d/b/a Hale and Father, Inc. The Commission approved the initial agreement between the companies in Order No. 00-2420-FOF-TP issued December 18, 2000 in Docket 001438-TP. One amendment is for the SL1-SL2 Loops and the other amendment changes the company's name to Network Plus, Inc d/b/a Hale and Father, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Network Plus, Inc. d/b/a Hale and Father, 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 agreement.

Very truly yours,

Marchall M. Cucin III
Regulatory Vice President

(H)

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Network Plus, Inc. (FL). and BellSouth Telecommunications, Inc., dated 02/05/01, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	5
TOTAL	5

AMENDMENT TO AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND NETWORK PLUS, INC. DATED AUGUST 2, 2000 FLORIDA

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Network Plus, Inc. ("Network Plus"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Agreement (the "Agreement"), between BellSouth and Network Plus dated August 2, 2000.

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, BellSouth and Network Plus hereby covenant and agree as follows:

- 1. Attachment 2 of the Agreement is hereby amended by replacing Paragraph 2.1.5, Paragraph 2.1.6, Paragraph 2.1.10, Paragraph 2.1.11 and Paragraph 2.1.13 with the following Paragraph 2.1.5, Paragraph 2.1.6, Paragraph 2.1.10, Paragraph 2.1.11 and Paragraph 2.1.13 attached hereto as Exhibit A and by reference made a part of this Attachment.
- 2. Attachment 2, Exhibit D of the Agreement is hereby amended by replacing 2-Wire Analog VG Loop-SL1, 2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, and 2-Wire Analog VG Loop-SL2 w/reverse battery signaling rates with following rates attached herein as Exhibit B, attached herein by reference made a part of this Amendment.
- 3. All other provisions of the Agreement, dated August 2, 2000, shall remain in full force and effect.
- 4. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

BellSouth Telecommunications, Inc.	Network Plus, Inc.
Ву:	By: L. Kue
Title: Exec. Birechor	Title: Vice Product Practice Druck prent
Date: 2/5/01	Date: 1/31/01

Attachment 2, Section 2.1 Revised 2.1.5, 2.1.6, 2.1.10, 2.1.11& 2.1.13

- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where Network Plus is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Network Plus will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargea'ble option on SL1 voice grade loops, and all Unbundled Copper Loops.
- "Order Coordination Time Specific" refers to service order coordination 2.1.6 in which Network Plus requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate Network Plus's specific conversion time request. However, BellSouth reserves the right to negotiate with Network Plus a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Network Plus may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Network Plus specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

If Network Plus requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

•	Order Coordination (OC)	Order Coordination - Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option - ordered as Engineering	Charged for Dispatch inside & outside Central Office

				Information Document	
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Network Plus must order OC when requesting OC-TS.

- SL1 loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Network Plus. Network Plus may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.
- 2.1.11 SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to Network Plus. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Network Plus to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.13 As a chargeable option on all loops except the Universal Digital Channel (UDC) and Unbundled Copper Loop (UCL), BellSouth will offer OC-TS. This will allow Network Plus the ability to specify the time that the oordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

BELLSOUTH/Network Plus, Inc. Rates NETWORK ELEMENTS AND OTHER SERVICES

		RATES
DESCRIPTION	USOC	FL
-Wire Analog VG Loop-SL1		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$13.75
RC - Zone 2, per month (Note 2)	UEAL2	\$20.13
RC - Zone 3, per month (Note 2)	UEAL2	\$44.40
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	\$83.20
NRC - Add'l	UEAL2	\$35.12
NRC - Disconnect Charge - 1st	UEAL2	\$55.97
NRC - Disconnect Charge - Add'l	UEAL2	\$10.35
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$2.75
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination for SL1 loops (per loop)	UEAMC	16.31*
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	23.24 •
NRC - Engineering Information (EI) - interim rates until cost study is prepared based on inputs that reflect the work required to extract the Engineering Information. -Wire Analog VG Loop-SL2 w/loop or ground start	UEANM	\$40.00
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RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$18.48
RC - Zone 2, per month (Note 2)	UEAL2	\$22.43
RC - Zone 3, per month (Note 2)	UEAL2	\$27.87
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	\$218.96
NRC - Add'l	UEAL2	\$136.44
NRC - Disconnect Charge - 1st	UEAL2	\$113.41
NRC - Disconnect Charge - Add'l	UEAL2	\$20.58
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$2.75
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA

Attachment 2 Exhibit D Page 2

BELLSOUTH/Network Plus, Inc. Rates NETWORK ELEMENTS AND OTHER SERVICES

	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR) (subject to change pending state ordered rates)	OCOSL	\$23.24
2-V	Vire Analog VG Loop-SL2 w/ reverse battery signaling		
I	RC - Statewide, per month	UEAR2	NA
T	RC - Zone 1, per month (Note 2)	UEAR2	\$18.48
T	RC - Zone 2, per month (Note 2)	UEAR2	\$22.43
Ť	RC - Zone 3, per month (Note 2)	UEAR2	\$27.87
+	RC - Zone 4, per month (Note 2)	UEAR2	NA
Ť	NRC - 1st	UEAR2	\$218.96
T	NRC - Add'I	UEAR2	\$136,44
T	NRC - Disconnect Charge - 1st	UEAR2	\$113.41
T	NRC - Disconnect Charge - Add'l	UEAR2	\$20.58
T	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$2.75
T	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	\$0.42
T	NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
T	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
T	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
T	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
T	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	\$23.24
+	Subject to change pending cost study filings and/or state ordered rates		
+			
L			1

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Network Plus, Inc. and BellSouth Telecommunications, Inc., dated 6/4/01 for the state(s) of Florida consists of the following:

ITEM	NO.
	PAGES
Amendment	1
TOTAL	1

J. :-01-2001 01:18pm

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN NETWORK PLUS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED AUGUST 2, 2000

Pursuant to this Amendment to the Imerconnection Agreement between Network Plus, Inc. and BellSouth Telecommunications, Inc. ("The Amendment"), Network Plus, Inc. and BellSouth
Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 2, 2000 ("laterconnection Agreement").

WHEREAS, Network Plus, Inc., in the state of Florida, has changed the name of said huniness to Network Plus, Inc. d/b/s Hale and Father, Inc., a Massackusetts corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW THEREFORE, in consideration of the mattail promises and covenants contained harein unit other good and valuable consideration, the receipt and sufficiency of which are hereby scknowledged, the Parties hereby covenant and agree as follows:

- The name of Network Plus, Inc. in the Interconnection Agreement is hereby deleted throughout the interconnection Agreement and replaced with Network Plus, Inc. d/h/n Hale and Pather, Inc.
- All of the other provisions of the Interconnection Agreement, dated August 02, 2000, shall remain in full force and effect.
- Either or both of the Parties is authorized to submit this Amendment to each Public Survices Commission for approval subject to Section 252(e) of the Pederal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.	Network Plus, Isic. d/8/8 Hale and Polant,
By. Al tollender	Bra hun-
Name: Gregory R. Follensbee	Nema: LNA KONIT
Title: Senior Director	Tele: VP Regulatory
Date: 6/4/0/	Dec 6/1/01