

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of second amendment to resale agreement between BellSouth Telecommunications, Inc. And LCI International Telecom. Corp., pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

DOCKET NO. 971534-TP  
ORDER NO. PSC-98-0205-FOF-TP  
ISSUED: February 3, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.

ORDER APPROVING SECOND AMENDMENT TO RESALE AGREEMENT

BY THE COMMISSION:

On November 20, 1997, BellSouth Telecommunications, Inc. (BellSouth) and LCI International Telecom Corporation (LCI) filed a request for approval of the second amendment to a resale agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The original agreement was approved by Order No. PSC-97-0776-FOF-TP, issued on July 1, 1997, in Docket No. 970313-WP. The amendment is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

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The original agreement and the second amendment discussed herein cover a six-month period beginning February 6, 1997, with seven automatic six-month renewals, and govern the relationship between the companies regarding the resale of tariffed telecommunication services. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement states that telecommunications services provided by BellSouth for resale will be available for purchase by LCI at a discount rate of 21.83% for residential services and 16.81% for business services.

Upon review of the proposed second amendment, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BellSouth and LCI must file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

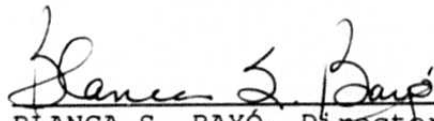
ORDERED by the Florida Public Service Commission that the second amendment to the resale agreement between BellSouth Telecommunications, Inc. and LCI International Telecom Corporation, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any subsequent supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 3rd  
day of February, 1998.

  
\_\_\_\_\_  
BLANCA S. BAYO, Director  
Division of Records and Reporting

( S E A L )

ALC

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

## SECOND AMENDMENT TO THE LOCAL RESALE AGREEMENT

This Second Amendment to the Local Resale Agreement entered into the   —   day of           , 1997 by and between BellSouth Telecommunications, Inc. ("BellSouth") and LCI International Telecom Corp. ("LCI").

WHEREAS, the parties entered into a Local Resale Agreement dated February 6, 1997, as amended ("Resale Agreement").

WHEREAS, the parties desire to amend the Resale Agreement to provide for performance benchmarks.

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

1. Delete Article VI.I, and insert the following therefore:

"I. Performance Measurement

In providing Services, BellSouth will provide LCI with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide LCI with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Exhibit "B" of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements and performance requirements set forth in Exhibit "B" shall be resolved in favor of the higher standard, measurement and performance.

The Parties acknowledge that the need will arise for changes to the measurements specified in Exhibit "B" during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Exhibit "B". Unless otherwise specified in Exhibit "B", the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to LCI of any additional measurements BellSouth may provide itself.

The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Exhibit "B".

Notwithstanding the foregoing, to the extent it is made available in a particular state(s) to any reseller or is ordered by a state commission, upon LCI's request, Company shall make available to LCI in such applicable state(s) in the same manner any other performance benchmarks and related reporting for the pre-ordering, ordering, provisioning, maintaining, repairing and billing of Resale Services."

2. Except as modified herein, the Resale Agreement shall remain in full force and effect.

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

LCI International Telecom Corp.

By: [Signature]

Date: 10/7/97

BellSouth Telecommunications, Inc.

By: [Signature]

Date: 07/16/97

## Exhibit B

### PERFORMANCE MEASUREMENT

#### 1. PERFORMANCE MEASUREMENT

1.1 BellSouth, in providing Local Services to LCI pursuant to this Agreement, shall provide LCI the same quality of service that BellSouth provides itself and its end-users. This Attachment includes LCI's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Data Bases, e.g. LIBD and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

1.2 Except as otherwise provided in this Attachment, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to LCI in a mutually agreed upon format which will enable LCI to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for LCI for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for LCI as reasonably requested by LCI. For provisioning and maintenance, separate measurements shall be provided as follows:

- POTS/Non-Design
  - Residence - Dispatch Out/Non-Dispatch Out
  - Business - Dispatch Out/Non-Dispatch Out
- Specials - Design Only

1.3 BellSouth and LCI recognize that percentage target certain performance levels and data have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as LCI and BellSouth may mutually agree. BellSouth and LCI agree to meet and to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Notwithstanding the foregoing, LCI reserves its rights to request

targets that exceed parity. Such a request may require LCI to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

**2. PROVISIONING PERFORMANCE MEASUREMENTS**

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet LCI's desired due date for provisioning Local Services. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Local Services. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and LCI Customers) and the Parties agree to meet to review interval data to assess whether the Intervals should be improved, no later than October 1, 1997. In addition, BellSouth and LCI shall jointly develop by October 15, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to LCI are at parity with those BellSouth provided itself or its end-users.

<b>Service</b>	<b>Interval</b>
<b>INSTALLATION</b>	
<b>Lines/trunks with no premises visit:</b>	
<b><i>Business</i></b>	
1-3 lines	≤ 2 business days*
4-15 lines	≤4 business days*
Over 15 lines	As NEGOTIATED
<b><i>Residential</i></b>	≤ 2 business days*
<b>Lines/Trunks with premises visit:</b>	
<b><i>Business</i></b>	
1-2 lines	2 business days*
3-5 lines	4 business days*



6-10 lines	6 business days*
11-15 lines	9 business days*
Over 15 lines	AS NEGOTIATED
<b>Residential</b>	<b>4 days*</b>
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex)(sm)	
New/To & From	AS NEGOTIATED
New Features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

\*Under normal business conditions

2.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$$

2.3 Trouble Reports received within 30 Days of Order Completion:

Measures reliability of service provided to LCI customers in first 30 days of service.

Measurement:

POTS:  $N = \frac{\text{All troubles on service installed } \leq 30 \text{ days in a calendar month}}{\text{Installations in a calendar month}}$

Note: N and D are not the same order base.



Specials: N = Troubles on service Installed  $\leq$  30 days  
D = Installations in a calendar month

Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the services ordered will be provisioned.

Measurement:

N = Total Number of FOCs Sent for the segment of each 24 hour period

D = Total Number of FOCs Sent in a 24 hour period

BellSouth agrees to collect and measure data in 4 hour segments through October 1, 1997. At that time, LCI and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected:

Measurement:

N = Number of Rejects or Error Status Sent in  $\leq$  1 hour

D = Total Number of Rejects or Error Status Sent

2.6 Service Orders Provisioned As Requested:

(BellSouth and LCI agree to review appropriate information and develop a proposal to provide this measurement no later than September 1, 1997.)

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

Measures average time it takes to restore to service Local Services.

Measurement:

$$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$$

For Specials:

$$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$$

To the extent LCI has requested that BellSouth measure the time to restore Local Services,, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment, and in addition LCI has requested BellSouth to provide these measurements delineated in certain hourly intervals, BellSouth is agreeable to meeting this request for hourly intervals as delineated by LCI, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. LCI agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

$$N = \frac{\text{Total Repeats < 30 days}}{\text{Total Troubles}}$$

3.3 Trouble Resolution Notification

BellSouth shall inform LCI of the restoration of Local Service, after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 LCI will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \frac{\text{Total Appointments met}}{\text{Total Appointments set}}$$

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \frac{\text{Number of Trouble Reports per month}}{\text{Total number of lines}}$$

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to LCI's Message Processing Center once daily.

Measurement:

$$N = \frac{\text{Total Number of Messages Sent within six (6) calendar days from initial Recording}}{\text{Total Number of Messages Sent}}$$

Target:  $\geq 95\%$  of all messages will be delivered within 6 calendar days from initial recording

**4.2 Completeness**

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

**Measurement:**

**N = Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.**

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x100

**D = Total number of Recorded Usage Data Records delivered during the current month.**

**Target:        ≥ 98% of all records delivered within 30 days of the message creation**

**4.3 Recorded Usage Data Accuracy**

**4.3.1 Format and Content**

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

**Measurement:**

**N = Total Number of Recorded Usage Data Transmitted Correctly**

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**D = Total Number of Recorded Usage Data Transmitted**

x 100

**Target:        ≥ 98% of all recorded records delivered will be transmitted correctly**

**4.3.2 Transmission**

BellSouth will ensure that the Recorded Usage Data is transmitted to LCI error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type

of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

**MR Response Times:**

**A = Immediate Attention – Resolution within 24 hours**

**B = Resolution 4 to 7 Days – Unguidables**

**C = Resolution 2 to 3 Weeks**

**D = Resolution 1 to 2 Months – Changes Which Need to be Made**

**R = Resend (Files) within 6 Hours**

**All times refer to mutual business work days/hours**

**4.4 Data Packs**

Data Pack rejections and resends shall be as defined in the OLEC Daily Usage File. BellSouth will transmit to LCI all packs error free in the format agreed.

**Measurement:**

**$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{Total Number of Data Packs Sent}}$**

**$D = \text{Total Number of Data Packs Sent}$**

**Target: 96% of all Packs transmitted in a calendar month will be accepted.**

**5. DATA BASES**

**5.1 Line Information Data Base**

**5.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions.**

- 5.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds.
- 5.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:
  - 5.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.
  - 5.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.
  - 5.1.3.3 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:
    - 5.1.3.3.1 Missing Group - The group is not defined in LIBD (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)
    - 5.1.3.3.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.
  - 5.1.3.4 Once LCI requests LIDB screening pursuant to a fully executed LIDB Agreement, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

## 6. ACCOUNT MAINTENANCE

- 6.1 When notified by a CLEC that a LCI Customer has switched to CLEC service, BellSouth shall provision the change, and notify LCI via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

### Measurement:

**N = Number of Local Services Changes from LCI to Another CLEC Provisioned with Notification to LCI in One Business Day**

**D = Total Number of Local Service Changes from LCI to Another CLEC Provisioned with Notification to LCI.**

- 6.2 When notified by LCI that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall

provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

**Measurement:**

**N = Number of PIC Only Changes from One LEC to Another Initiated by LCI Provisioned with Notification via the Work Order Completion Feed in  $\leq$  One Business Day**

**D = Total Number of PIC Only Changes from One LEC to Another initiated by LCI Provisioned with Notification via the Work Order Completion Feed**

6.3

If notified by an interexchange carrier using an '01' PIC order record that an LCI Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

**Measurement:**

**N = Number of PIC Change Requests for a LCI Local Customer Rejected by BellSouth to IXC  $\leq$  One Business Day**

**D = Total Number of PIC Changes for a LCI Local Customer Rejected by BellSouth to IXC**