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February 20, 1998

Ms. Blanca S. Bayó
Director, Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 971140-TL

Dear Ms. Bayó:

Enclosed herein for filing on behalf of MCI
Telecommunications Corporation and MCI Metro Access Transmission
Services, Inc. (collectively MCI), are the original and 15 copies
of the Rebuttal Testimony of Chip Parker, Tom Hyde and Ron
Martinez.

By copy of this letter these documents have been provided to
the parties on the attached service list.

Very truly yours,

Richard D. Melson

Richard D. Melson

- ACK
- NFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC
- WAS
- OTH

Stavara
RDM/clp
Enclosures

cc: Per Certificate of Service

Hyde
DOCUMENT NUMBER-DATE
02467 FEB 20 88
FPSC-RECORDS/REPORTING

Parker
DOCUMENT NUMBER-DATE
02468 FEB 20 88
FPSC-RECORDS/REPORTING

Martinez
DOCUMENT NUMBER-DATE
02469 FEB 20 88
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 20th day of February, 1998.

Charlie Pellegrini
FL Public Service Commission
Gerald L. Gunter Building
2540 Shumard Oak Blvd. # 370
Tallahassee, FL 32399-0850

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Ervin, Varn, Jacobs & Ervin
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AT&T Communications of
the Southern States, Inc.
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c/o Nancy H. Sims
Southern Bell Telephone Company
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Tallahassee, FL 32301

Th O. Pa

ATTORNEY

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**MCI TELECOMMUNICATIONS CORPORATION AND
MCI metro ACCESS TRANSMISSION SERVICES, INC.
REBUTTAL TESTIMONY OF CHIP PARKER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971140-TP
FEBRUARY 20, 1998**

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Chip Parker. My business address is 2520 Northwinds Parkway, 5th Floor, Alpharetta, Georgia 30004.

Q. ARE YOU THE SAME CHIP PARKER THAT FILED DIRECT TESTIMONY IN THIS MATTER?

A. Yes.

I. Purpose of Rebuttal Testimony

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to portions of the direct testimony of BellSouth witnesses Jerry Hendrix and Alphonso J. Varner. In my testimony, I explain how these witnesses skipped the critical step in contract interpretation – determining what is required by the plain language of the contract. It is not necessary for the Commission to look beyond the clear language in the Agreement and BellSouth has failed to identify any ambiguity in the MCI/BellSouth Interconnection Agreement. Ron Martinez is also filing rebuttal testimony on behalf of MCI. Mr. Martinez, who

DOCUMENT NUMBER-DATE

02468 FEB 20 88

FPSC-RECORDS/REPORTING

1 negotiated the MCI/BellSouth Interconnection Agreement on behalf of MCI, addresses
2 claims made by Mr. Hendrix and Mr. Varner regarding the negotiation process.

3

4 **Q. HAVE YOU ATTACHED ANY EXHIBITS TO YOUR REBUTTAL**
5 **TESTIMONY?**

6 A. Yes. I have attached the MCI/BellSouth Interconnection Agreement to the original copy
7 of my testimony as Exhibit ___ (CP-1). Because of the voluminous nature of this
8 document, I have not attached this exhibit to the additional copies of my testimony. I
9 have attached as Exhibit ___ (CP-2) copies of relevant pages of the Interconnection
10 Agreement.

11

12 **II. MCI/BellSouth Interconnection Agreement**

13

14 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF JERRY HENDRIX**
15 **AND ALPHONSO J. VARNER FILED BY BELLSOUTH IN THIS MATTER?**

16 A. Yes.

17

18 **Q. YOU STATED THAT THESE WITNESSES SKIPPED THE MOST**
19 **IMPORTANT STEP IN CONTRACT INTERPRETATION. COULD YOU**
20 **EXPLAIN WHAT THAT IS?**

21 A. Yes. The first step, and the most important one, which should be used in contract
22 interpretation is to look at the language in the contract itself. If that language is clear and
23 unambiguous, there is no reason to look outside the contract. In other words, unless the
24 terms of the contract are ambiguous, it is inappropriate to rely on extraneous material to
25 attempt to derive the “meaning” of the contract – particularly if that meaning is

1 inconsistent with the terms of the contract.

2

3 Indeed, the MCI/BellSouth Interconnection Agreement (the "Agreement") itself provides
4 as follows:

5 **Section 31. Entire Agreement.** This Agreement, including all Parts and
6 Attachments and subordinate documents attached hereto or referenced
7 herein, all of which are incorporated by reference herein, constitute the
8 entire matter thereof, and supersede all prior oral or written agreements,
9 representations, statements, negotiations, understandings, proposals, and
10 undertakings with respect to the subject matter thereof.

11 Section 31, Part A, General Terms.

12

13 **Q. WHY DO YOU STATE THAT MR. HENDRIX AND MR. VARNER SKIPPED**
14 **THIS CRITICAL STEP?**

15 A. In his Direct testimony at page 2, lines 21 to 24, Mr. Hendrix acknowledges that
16 BellSouth is currently bound by the combination provisions in the Agreement. Similarly,
17 Mr. Varner, at page 4, lines 11 to 19 of his direct testimony, recognizes that these
18 provisions are still in effect. Rather than then proceeding to review the pricing provisions
19 contained in the Agreement and attempting to demonstrate how they do not apply to
20 certain types of combinations, BellSouth's witnesses attempt to gloss over, or completely
21 ignore, the terms of the Agreement. Of course, since the language in the Agreement is
22 clear, I am not surprised that BellSouth has chosen such a strategy.

23

24 For example, while Mr. Hendrix states that the purpose of his testimony is to discuss the
25 issues relative to the contractual obligations contained in the Agreement, amazingly he

1 never even mentions Section 8 of Attachment 1. This section states that when UNEs are
2 combined, the stand alone rates may lead to duplicate charges. Therefore, BellSouth is
3 required to provide combinations at rates which do not include the duplicate charges or
4 charges for services not needed. Since this provision clearly makes no distinction
5 between different types of combinations, Mr. Hendrix apparently just decided to ignore
6 it.

7

8 **Q. ON PAGE 3, LINES 6 TO 8, MR. HENDRIX STATES THAT "REQUESTS FOR**
9 **A MIGRATION OR A 'SWITCH-AS-IS' SHOULD BE TREATED AS RESALE."**
10 **HOW DO YOU RESPOND?**

11 A. This is exactly what I was referring to above when I said that BellSouth's witnesses
12 simply ignored the terms of the Agreement in their testimony. Of course, Mr. Hendrix
13 can cite to nothing in the Agreement to support this position. Not only does he ignore
14 Section 8 of Attachment 1, he also ignores Section 2.2.2 of Attachment 8 which
15 recognizes migration to UNEs as being distinct from migration to resale. On page 19,
16 lines 13 to 18, Mr. Varner also uses a definition of migration which simply ignores the
17 use of the term in the Agreement.

18

19 Mr. Varner similarly ignores the terms of the Agreement when he states on page 9, lines
20 18 to 21, of his direct testimony: "BellSouth's position is that, until the current contracts
21 are revised, when BellSouth provisions combinations of UNEs that recreate existing
22 BellSouth retail services, the price to the ALEC will be the retail price of that service
23 minus the applicable wholesale discount." Mr. Varner is equally unable to cite to any
24 provision in the Agreement to support this position.

25

1 The Agreement provides that MCI may use combinations of network elements to provide
2 “any feature, function, capability, or service option that such Network Element(s) is
3 capable of providing.” Section 2.3, Attachment III (Emphasis added). It provides that
4 MCI may use such combinations “to provide Telecommunications Services to its
5 subscribers” Section 2.4, Attachment III. As I stated in my direct testimony, the
6 Agreement provides pricing for combinations of UNEs. These pricing provisions make
7 no distinction between different types of combinations. The charges for UNE
8 combinations are to be derived by removing the duplicate charges contained in the stand
9 alone UNE rates. Section 8, Attachment 1. Obviously, this is a fundamentally different
10 methodology than the avoided cost standard for resale. There is no ambiguity in the
11 Agreement.

12

13 **Q. MR. HENDRIX STATES ON PAGE 7, LINE 6, THAT SECTION 2.6 OF**
14 **ATTACHMENT 3 DOES NOT SET PRICES FOR COMBINATIONS. HOW DO**
15 **YOU RESPOND?**

16 **A.** First, I think it is interesting that while Mr. Hendrix states that this provision does not set
17 prices for combinations, he never attempts to give any explanation of what he thinks it
18 does mean. Section 2.6 of Attachment III provides:

19

20 With respect to Network Elements. . .charges in Attachment I are inclusive and
21 no other charges apply, including but not limited to any other consideration for
22 connecting any Network Element(s) with other Network Element(s).

23

24 Clearly, this section prohibits BellSouth from attempting to charge any type of glue
25 charge when elements are combined. More importantly, it makes clear that the network

1 element charges in Attachment I are the only thing which BellSouth may charge MCI
2 even when those elements are combined with other Network Elements. When read in
3 conjunction with Section 8 of Attachment 1, it is clear the sum of the stand alone UNE
4 rates in Attachment 1 form the ceiling – the maximum rate which BellSouth can charge -
5 when such elements are ordered in combination.

6

7 **Q. ON PAGE 5, LINE 20 TO 25, MR. VARNER STATES THAT IT IS NOT**
8 **BELLSOUTH’S POLICY TO PROVIDE COMBINATIONS OF UNEs TO ALECs**
9 **AT UNE PRICES. HOW DO YOU RESPOND?**

10 **A.** BellSouth’s witnesses devote a considerable portion of their testimony discussing
11 BellSouth’s general positions on issues such as combinations of UNEs. It is my
12 understanding that this is not a generic docket. The purpose of this proceeding is to
13 determine what the MCI/BellSouth Agreement requires BellSouth to do. BellSouth’s
14 general policies are irrelevant. The parties and the Commission spent considerable time
15 and resources arbitrating and negotiating the Agreement. The Agreement is now in place
16 and should be enforced.

17

18 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

19 **A.** Yes.

20

21

22

23

24

25

Exhibit _____ (CP-1)
Docket No. 971140-TP
Witness: Chip Parker
Company: MCI

MCI/BST INTERCONNECTION AGREEMENT
effective June 19, 1997

(too voluminous to copy)

Exhibit _____ (CP-2)
Docket No. 971140-TP
Witness: Chip Parker
Company: MCI

EXCERPTS FROM MCI/BST INTERCONNECTION AGREEMENT
effective June 19, 1997

NANCY B. WHITE
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404)335-0710

June 3, 1997

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

RE: Docket No. 960833-TP; 960846-TP; 960916-TP

Dear Mrs. Bayo:

Pursuant to the Commission's order in the above-mentioned dockets, BellSouth hereby files an original and fifteen copies of the executed Interconnection Agreement between BellSouth and MCIm. Copies are available upon request to counsel of record.

Sincerely,

Nancy B. White
Nancy B. White

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

RECEIVED

JUN 4 1997

Clipping Green, Sams & Smith, P.A.

MCImetro-BellSouth Florida Interconnection Agreement

MCImetro/BellSouth INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), effective [insert date], 199__ (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Florida corporation, and MCImetro Access Transmission Services, Inc. ("MCIm"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such services; and

WHEREAS, MCIm wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable Rules and Regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCIm hereby mutually agree as follows:

**PART A
GENERAL TERMS AND CONDITIONS**

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. Interconnection
- V. Collocation
- VI. Rights of Way
- VII. Number Portability
- VIII. Business Process Requirements
- IX. Security Requirements
- X. Credits for Performance Standards Failures

1.2 BellSouth shall provide the services pursuant to this Agreement. Except as provided below, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder without MCIm's prior written agreement. Such agreement shall not be unreasonably withheld. BellSouth shall not discontinue any telecommunications service available for resale unless BellSouth provides MCIm prior written notice of its intent to discontinue any such service. BellSouth agrees to make any such service available to MCIm for resale to MCIm customers who are subscribers to such services from MCIm until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth and MCIm customers who may be purchasing any such service.

1.2.1 Left Blank Intentionally

MCImetro-BellSouth Florida Interconnection Agreement

any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

27.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or release of any environmental hazard that BellSouth did not introduce to the affected work location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards. MCIm shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the work locations, or (ii) the presence or release of any environmental hazard for which MCIm is responsible under applicable law to the extent the release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 28. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both parties.

Section 29. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 30. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 31. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents

MCImetro-BellSouth Florida Interconnection Agreement

attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 32. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 33. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 34.

The parties acknowledge that the terms of this agreement were established pursuant to an order of the Florida Public Service Commission. Any or all of the terms of this agreement may be altered or abrogated by a successful challenge to the agreement (or to the order approving the agreement) as permitted by applicable law. By signing this agreement, the parties do not waive their right to pursue such a challenge.

Section 35 Effective Date

This Agreement shall be deemed Effective when signed by the Parties and approved by the Florida Public Service Commission.

Signature Page Follows

ATTACHMENT I

PRICE SCHEDULE

1. General Principles

1.1 All rates provided under this Agreement are permanent unless otherwise indicated in Table I, subject to true-up, and shall remain in effect until the Commission determines otherwise or unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC in effect, or the Commission's rules and regulations, in which case Part A, Section 2 shall apply.

1.2 Except as otherwise specified in this Agreement, the Act or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligation under this Agreement.

2. Local Service Resale

The rates that MCIIm shall pay to BellSouth for Resale shall be an amount equal to BellSouth's tariffed rates for each resold service as reduced by a percentage amount equal to the wholesale discount (set forth below in section 2.1, below). If BellSouth reduces such tariffed rates during the term of this Agreement, the wholesale discount shall be applied to the reduced tariffed rates.

2.1 The following wholesale discount will apply to all Telecommunications Services available for resale in Florida:

Residential Service: 21.83 %

Business Service: 16.81 %

3. Unbundled Network Elements

The charges that MCIIm shall pay to BellSouth for Network Elements are set forth in Table 1 of this Attachment.

4. Ancillary Functions and Supporting Elements

The interim prices for collocation, AIN and other Ancillary Functions or Supporting Elements that MCIIm shall pay to BellSouth are set forth in Table 1 of this Attachment.

MCImetro-BellSouth Florida Interconnection Agreement

5. Recorded Usage Data

The prices for Recorded Usage data are set forth in Table 1 of this Attachment.

6. Inside Wire

The price of the BellSouth Inside Wire Maintenance Plan purchased by MCIIm for resale shall not be reduced by the wholesale discount.

7. Interconnection and Reciprocal Compensation

7.1 Compensation for the exchange of local traffic is set forth in Table 1 of this Attachment and shall be billed based on per-minutes-of-use and shall be measured in accordance with Attachment IV.

7.2 MCIIm may choose to establish trunking to any given end office when there is sufficient traffic to route calls directly to such end office. If MCIIm leases one-way trunks from BellSouth, MCIIm will pay the transport charges for dedicated or common transport. For two-way trunks the charges will be shared equally by both parties.

7.3 Compensation for the termination of toll traffic and the origination of 800/888 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC Rules and Regulations in effect.

7.4 Where a toll call is completed through BellSouth Florida's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to MCIIm's subscriber, MCIIm shall be entitled to applicable access charges in accordance with FCC Rules and Regulations.

7.5 MCIIm shall pay a transit rate as set forth in Table 1 of this Attachment when MCIIm uses an BellSouth access tandem to terminate a call to a third party LEC or another local service provider. BellSouth shall pay MCIIm a transit rate equal to the BellSouth rate referenced above when BellSouth uses an MCIIm switch to terminate a call to a third party LEC or another local service provider.

8. The recurring and non-recurring prices for Unbundled Network Elements (UNEs) in Table 1 of this Attachment are appropriate for UNEs on an individual, stand-alone basis. When two or more UNEs are combined, these prices may lead to duplicate charges. BellSouth shall provide recurring and non-recurring charges that do not include duplicate charges for functions or activities that MCIIm does not need when two or more network elements are combined in a single order. MCIIm and BellSouth shall work together to establish the recurring

MCImetro-BellSouth Florida Interconnection Agreement

and non-recurring charges in situations where MCI is ordering multiple network elements. Where the parties cannot agree to these charges, either party may petition the Florida Public Service Commission to settle the disputed charge or charges. BellSouth must notify the Commission when a rate is set that excludes duplicated charges by filing a report within 30 days of the rate being established. This report must specify the elements being combined and the charges for that particular combination.

ATTACHMENT III

NETWORK ELEMENTS

Section 1. Introduction

BellSouth shall provide unbundled Network Elements in accordance with this Agreement, FCC Rules and Regulations. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCI may order Network Elements as of the Effective Date.

Section 2. Unbundled Network Elements

2.1 BellSouth shall offer Network Elements to MCI on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 BellSouth shall permit MCI to connect MCI's facilities or facilities provided to MCI by third parties with each of BellSouth's unbundled Network Elements at any point designated by MCI that is Technically Feasible.

2.3 MCI may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

2.3.1 MCI may, at its option, designate any Technically Feasible method of access to unbundled elements, including access methods currently or previously in use.

2.4 BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit MCI to provide Telecommunications Services to its subscribers.

2.5 For each Network Element, BellSouth shall provide a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which MCI agrees is suitable. However, where

MCImetro-BellSouth Florida Interconnection Agreement

BellSouth provides combined Network Elements at MCI's direction, no demarcation point shall exist between such contiguous Network Elements.

2.6 With respect to Network Elements and services in existence as of the Effective Date of this Agreement, charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s). BellSouth and MCI agree to attempt in good faith to resolve any alleged errors or omissions in Attachment I.

2.7 This Attachment describes the initial set of Network Elements which MCI and BellSouth have identified as of the effective date of this agreement:

Loop
Network Interface Device
Distribution
Local Switching

Operator Systems
Common Transport
Dedicated Transport
Signaling Link Transport
Signaling Transfer Points
Service Control Points/Databases; and
AIN capabilities
Tandem Switching
911
Directory Assistance
Loop Concentrator/Multiplexer

2.8 MCI and BellSouth agree that the Network Elements identified in this Attachment are not all possible Network Elements.

2.9 MCI may identify additional or revised Network Elements as necessary to provide telecommunications services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

MCI will request such Network Elements in accordance with the bona fide request process described in Section 24 of Part A. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a BellSouth Affiliate or to any other entity, BellSouth shall make available the same Network Element to MCI on terms and conditions no less favorable to MCI than

MCImetro-BellSouth Florida Interconnection Agreement

those provided to itself or to any other party, at charges set forth in Attachment I.

Section 3. Standards for Network Elements

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in

the following, as well as any performance or other requirements, identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, MCI may elect, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCI are in conflict, MCI may elect which requirement shall apply.

3.3 Each Network Element provided by BellSouth to MCI shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other entity.

3.3.1 BellSouth shall provide to MCI, upon request, engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, BellSouth shall, within ten (10) days, cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCI to determine that such deficiencies have been cured.

3.3.2 BellSouth agrees to work cooperatively with MCI to provide Network Elements that will meet MCI's needs in providing services to its subscribers.

3.4 Unless otherwise requested by MCI, each Network Element and the connections between Network Elements provided by BellSouth to MCI

MCImetro-BellSouth Florida Interconnection Agreement

4.6.6.2.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

4.6.6.2.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

4.6.6.2.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

4.6.6.2.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991;

Section 5 Left Blank Intentionally

Section 6 Left Blank Intentionally

Section 7. Local Switching

7.1 Definition:

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCI as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled local switching. Such functionality shall include all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex-like services, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also

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provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. Local Switching shall also be capable of routing local, intraLATA, interLATA, calls to international subscriber's preferred carrier, call features (e.g., call forwarding) and Centrex capabilities.

7.1.2 Local Switching, including the ability to route to MCI's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport. BellSouth shall provide MCI with selective routing via Line Class Codes on a first-come, first-served basis. Further, MCI and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. BellSouth may reserve for itself a reasonable number of line class codes.

7.2. Technical Requirements

7.2.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.1 BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.2 Subject to section 7.1.2, above, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements, (2) MCI designated platforms, or (3) third party platforms.

7.2.1.3 Subject to section 7.1.2, above, BellSouth shall provide recorded announcements as designated by MCI and call progress tones to alert callers of call progress and disposition. If BellSouth cannot provide branded messages upon MCI's request, BellSouth will remove its own branding from all such announcements.

7.2.1.4 BellSouth shall change a subscriber from BellSouth's services to MCI's services without loss of

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feature functionality, unless expressly agreed otherwise by MCI.

7.2.1.5 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule designated by MCI.

7.2.1.6 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact MCI's use of unbundled Local Switching.

7.2.1.7 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control (e.g. choke trunk groups), and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.8 BellSouth shall perform manual call trace as designated by MCI and permit subscriber originated call trace.

7.2.1.9 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCI as outlined in Attachment VIII.

7.2.1.10 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from MCI local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.11 Where BellSouth provides the following special services, it shall provide to MCI:

7.2.1.11.1 Essential Service Lines;

7.2.1.11.2 Telephone Service Prioritization;

7.2.1.11.3 Related services for handicapped;

7.2.1.11.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.

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7.2.1.11.5 Any other service required by law or regulation.

7.2.1.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the section on Tandem Switching. These capabilities shall adhere to Bellcore specifications TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.13 BellSouth shall provide interfaces to adjuncts through industry standard and Bellcore interfaces. These adjuncts can include, but are not limited to, Service Node, Service Circuit Node, Voice Mail and Automatic Call Distributors. Examples of existing interfaces are ANSI ISDN standards Q.931 and Q.932.

7.2.1.14 BellSouth shall provide performance data regarding a subscriber line, traffic characteristics or other measurable elements to MCI, upon MCI's request.

7.2.1.15 BellSouth shall offer all Local Switching features that are Technically Feasible and provide feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.15.1 Basic and primary rate ISDN;

7.2.1.15.2 Residential features;

7.2.1.15.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.1.15.4 Custom Calling Features

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7.2.1.15.5 Centrex (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.15.6 Advanced intelligent network triggers supporting MCIIm, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCIIm all AIN triggers currently available to BellSouth for offering AIN-based services in accordance with applicable Bellcore technical references:

7.2.1.15.6.1 Off-Hook Immediate;

7.2.1.15.6.2 Off-Hook Delay;

7.2.1.15.6.3 Termination Attempt;

7.2.1.15.6.4 3/6/10;

7.2.1.15.6.5 Feature Code Dialing;

7.2.1.15.6.6 Custom Dialing Plan(s) including 555 services; and

7.2.1.15.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCIIm:

7.2.1.15.7.1 Private EAMF Trunk;

7.2.1.15.7.2 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.15.7.3 N11;

7.2.1.15.7.4 Automatic Route Selection.

7.2.1.16 Subject to section 7.1.2, above, BellSouth shall assign each MCIIm subscriber line the class of service designated by MCIIm using line class codes, and shall route directory assistance calls from MCIIm subscribers as directed by MCIIm at MCIIm's option. This includes each of the following call types:

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7.2.1.16.1 O+/O- calls

7.2.1.16.2 911 calls

7.2.1.16.3 411/DA calls

7.2.1.16.4 InterLATA calls specific to PIC or regardless of PIC

7.2.1.16.5 IntraLATA calls specific to PIC or regardless of PIC

7.2.1.16.6 800/888 calls, prior to database query

7.2.1.16.7 Call forwarding of any type supported on the switch, to a line or a trunk

7.2.1.16.8 Any other customized routing that may be supported by the BellSouth switch

7.2.1.17 Subject to section 7.1.2, above, BellSouth shall assign each MCI subscriber line the class of services designated by MCI using line class codes and shall route operator calls from MCI subscribers as directed by MCI at MCI's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCI Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.18 If an MCI subscriber subscribes to MCI provided voice mail and messaging services, BellSouth shall redirect incoming calls to the MCI system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced (SMDI-E) interface to the MCI system. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability.

7.2.1.19 Local Switching shall be offered in accordance with the requirements of the following technical references and their future releases:

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7.2.1.19.1 GR-1298-CORE, AIN Switching System Generic Requirements;

7.2.1.19.2 GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.19.3 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.19.4 SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements:

7.2.2.1 BellSouth shall provide the following interfaces to loops:

7.2.2.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.2.1.2 Coin phone signaling;

7.2.2.1.3 Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);

7.2.2.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

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2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, BellSouth and MCIm shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/ rejection, firm order confirmation, delay notification, and completion notification. BellSouth agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 For resale services, BellSouth shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCIm order to establish MCIm Local Service and/or migrate a subscriber to MCIm local service.

2.2.2.2 BellSouth shall not intentionally or unnecessarily disconnect any subscriber service or existing features at any time during the migration of a Resale subscriber to MCIm service, unless disconnection is required by an MCIm order changing the service type.

2.2.2.3 For services MCIm will provide through unbundled Network Elements, BellSouth shall, upon receipt of a BellSouth Blanket Agency Agreement Letter for Local Service Provider provided in the Ordering Guidelines, recognize MCIm as an agent for the subscriber in requesting the migration of services provided by another BellSouth or another CLEC. In addition, BellSouth shall not disconnect any BellSouth services provided to the BellSouth subscriber until MCIm notifies BellSouth that MCIm's unbundled elements are installed and operational, except where existing BellSouth facilities are being reused.

2.2.2.4 Unless otherwise directed by MCIm, when MCIm orders resale services or Network Elements, where applicable, all trunk or telephone numbers currently associated with existing services shall be retained without

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loss of feature capability and without loss of associated ancillary services, except those excluded from resale, partial migration of lines or services affected by the MCI order which require common blocks of equipment or facilities (e.g. MULTISERV, Hunting, DID), and BellSouth Handicap Exemptions shall be retained. BellSouth shall not intentionally or unnecessarily interrupt feature capability including, but not limited to, Directory Assistance and 911/E911 capability.

2.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, BellSouth and MCI will agree on a scheduled conversion time.

2.2.2.5.1 BellSouth will coordinate activities of all BellSouth work groups involved.

2.2.2.5.2 BellSouth will notify MCI when conversion is complete.

2.2.2.5.3 BellSouth will use its best efforts to minimize subscriber interruptions during conversions.

2.2.3 Intercept Treatment and Transfer of Service Announcements

2.2.3.1 BellSouth shall provide unbranded intercept treatment and transfer of service announcements to MCI's subscribers on the same interval and basis as BellSouth provides to its own subscribers for resale and when BellSouth is providing the unbundled switch for MCI. When MCI supplies its own unbundled switch, MCI will determine the service announcement interval.

2.2.4 Desired Due Date (DDD)

2.2.4.1 MCI shall specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will provide services on the DDD, or on the earliest available installation date thereafter. BellSouth will notify MCI if the DDD cannot be met.

2.2.4.2 If the DDD falls after the standard order completion interval provided by BellSouth, then BellSouth, where

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facilities are available, shall complete the order on the Desired Due Date.

2.2.4.3 BellSouth shall supply MCIIm with due date intervals to be used by MCIIm personnel to determine service installation dates.

2.2.4.4 Subsequent to an initial order submission, MCIIm may require a new/revised due date that is earlier than the original due date requested. BellSouth will make best effort to meet MCIIm's requested due date, and applicable expedite charges set forth in Attachment I will apply.

2.2.4.5 Any special or preferred scheduling options available, internally or externally to BellSouth, for ordering and provisioning services shall also be available to MCIIm.

2.2.5 Subscriber Premises Inspections and Installations -

2.2.5.1 MCIIm shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises on the subscriber's side of the demarcation point.

2.2.5.2 BellSouth shall provide MCIIm with the ability to schedule subscriber premises installations.

2.2.5.3 In accordance with BellSouth's procedures and on parity with provision of such services to BellSouth's customers, BellSouth shall provide extended demarcation beyond the NID, at MCIIm's request, using intrabuilding riser and lateral beyond the NID.

2.2.6 Firm Order Confirmation (FOC)

2.2.6.1 BellSouth shall provide to MCIIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIIm order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCIIm's ordered unbundled Network Elements (and the specific BellSouth naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and BellSouth Committed Due Date for order completion.

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2.2.6.2 For a revised FOC, BellSouth shall provide order detail on a per line or per trunk level as well as the order detail from the prior FOC. BellSouth shall submit, where applicable, to MCIm a complete revised list of features, functions and services ordered.

2.2.6.3 BellSouth shall provide to MCIm the date that service is initiated.

2.2.7 Order Rejections

2.2.7.1 BellSouth shall review MCIm local service requests and notify MCIm of all known reasons for which the order was rejected. BellSouth shall not reject any orders due to an unavailable Desired Due Date. In that instance, BellSouth will process the order assigning the best available due date. The assigned due date will be returned to MCIm as the FOC.

2.2.7.2 Left blank intentionally

2.2.7.3 Left blank intentionally

2.2.8 Service Order Changes

2.2.8.1 If an installation requires deviation for the Service Order in any manner, or if a MCIm customer requests a service change at the time of installation, BellSouth will call MCIm in advance of performing the installation for authorization. BellSouth will provide MCIm at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will immediately inform MCIm of actual labor hours and materials used.

2.2.8.1.1 If work performed in connection with a service order is partially completed, notification which identifies the work that was done and work remaining to complete will be provided at the same level BellSouth provides to itself.

2.2.8.2 Where BellSouth provides installation and the MCIm Customer requests a service change at the time of installation. BellSouth shall immediately notify MCIm at the telephone number on the service order of that request. The

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BellSouth technician should notify MCI in the presence of the MCI Customer so that MCI can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary.

2.2.9 Jeopardy Situations

2.2.9.1 BellSouth shall provide to MCI notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCI's service order as detailed on the FOC.

2.2.10 Cooperative Testing

2.2.10.1 Network Testing

2.2.10.1.1 BellSouth shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCI.

2.2.10.1.2 Within 24-hrs of MCI's request for scheduled cooperative testing, BellSouth shall perform said testing with MCI (including trouble shooting to isolate any problems) to test Network Elements purchased by MCI in order to identify any problems.

2.2.10.2 Systems and Process Testing

2.2.10.2.1 LEC shall cooperate with MCI upon request to test all operational interfaces and processes and thereby ensure that they are in place and functioning properly and efficiently.

2.2.11 Service Suspensions/Restorations

2.2.11.1 Upon MCI's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element, feature, function, or resale service. BellSouth shall use its best efforts to provide restoration

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priority on a per network element or combination basis in a manner that conforms with MCIm requested priorities.

2.2.12 Disconnects

2.2.12.1 BellSouth shall provide to MCIm daily information notifying MCIm of any services disconnected from MCIm, other than disconnections initiated by MCIm, in a mutually agreed upon format.

2.2.13 Order Completion Notification

2.2.13.1 Upon completion of a service orders associated with Local Service Requests (LSRs) in its system(s), BellSouth shall submit to MCIm an order completion notifications. Such notifications shall provide the Purchase Order Numbers provided by MCIm when submitting the requests and the Local Service Request Numbers assigned by BellSouth.

2.2.14 Fulfillment Process

2.2.14.1 MCIm shall conduct all activities associated with the account fulfillment process, for example welcome packages and calling cards, for all MCIm subscribers.

2.2.15 *Specific Unbundling Requirements*

2.2.15.1 MCIm may order and BellSouth shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by BellSouth unless MCIm specifies that the Network Elements ordered in combination be provisioned separately. Orders of combined Network Elements shall be subject to provisions of section 2.3 of Attachment III.

2.2.15.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, MCIm may elect to place an order with BellSouth requiring BellSouth to prepare Network Elements and switch translations in advance of orders for additional network elements from MCIm.

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2.2.15.3 When MCIm orders Network Elements or Combinations that are currently interconnected and functional, Network Elements and Combinations shall remain connected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of Network Elements.

2.2.15.4 Order combinations of Contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.15.5 Network Elements shall be identified and ordered by MCIm so that they can be provisioned together. MCIm may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

2.2.15.6 When ordering a Combination, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.15.7 When MCIm orders Network Elements, BellSouth shall provision at parity with services provided to BellSouth subscribers all features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.15.7.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's subscribers, such as telephone number, white page listing, and dial tone; and

2.2.15.7.2 All other features that the switch is equipped to provide, including, but not limited to, custom calling, custom local area signaling service features, and MULTISERV, as well as any Technically Feasible customized routing functions provided by the switch.

2.2.15.8 When MCIm orders Network Elements, BellSouth shall provide technical assistance to ensure compatibility between elements.

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2.2.15.9 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as defined by the OBF.

2.3 Systems Interfaces and Information Exchanges

2.3.0 BellSouth shall provide real-time and interactive access via electronic interfaces as detailed in this Agreement to perform pre-service ordering, service trouble reporting, service order processing and provisioning, customer usage data transfer and local account maintenance. If any of the processes require additional capabilities, BellSouth shall develop the additional capabilities by January 1, 1997. If BellSouth cannot meet that deadline, BellSouth shall file a report with the Commission that outlines why it cannot meet the deadline, the date by which such system will be implemented, and a description of the system or process which will be used in the interim. BellSouth and MCIIm shall also establish a joint implementation team to assure the implementation of the real-time and interactive interfaces. These electronic interfaces shall conform to industry standards where such standards exist or are developed.

2.3.1 General Requirements

2.3.1.1 For pre-ordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests (LSR") within twelve (12) months of the implementation of the EBI interface for Access Service Request provisioning. MCIIm further agrees to accept on an interim basis, until such time as EBI is implemented for LSR, the interfaces approved by BellSouth. These interim solutions described below address the Pre-ordering, Ordering and Provisioning interfaces.

2.3.1.1.1 Until such standards are completed, BellSouth and MCIIm agree to use an interim order format and interface which will be defined by BellSouth and implementation negotiated between the Parties no later than sixty (60) days after the Effective Date of this Agreement.

2.3.1.2 BellSouth interfaces shall provide MCIIm with the same process and system capabilities for both Residence and Business ordering and provisioning. MCIIm shall not be

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required to develop distinct processes or interfaces by class of service.

2.3.1.3 BellSouth and MCIm shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCIm the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

2.3.1.4 Interim interfaces or processes may be modified, if so agreed by MCIm and BellSouth, during the interim period.

2.3.1.5 Until the electronic interface is available, BellSouth agrees that the Local Carrier Service Center (LCSC) or similar function will accept MCIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIm and BellSouth.

2.3.1.6 BellSouth shall provide to MCIm a list of all CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 BellSouth shall make available to MCIm a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

2.3.2.2 *Left blank intentionally.*

2.3.2.3 BellSouth shall provide MCIm with customer service records, including without limitation Customer Proprietary Network Information (CPNI), except such information as BellSouth is not authorized to release either by the customer or pursuant to applicable law, rule or regulation.

2.3.2.3.1 BellSouth shall provide to MCIm, on a restricted basis which will appropriately safeguard subscribers' privacy, a real-time, electronic interface to BellSouth's subscriber information systems which

3.4.1.3 Completeness: There shall be no more than 20 omissions per one (1) million records.

3.4.2 If MCI_m requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCI_m, in writing, of the amount MCI_m's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCI_m then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCI_m shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCI_m shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCI_m, but rather is developed for use with other CLECs, as well as MCI_m, BellSouth shall allocate to MCI_m, on a competitively neutral basis, MCI_m's share of the costs associated with such system.

Section 4 Provision Of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment VIII) to MCI_m and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

4.1.1.1 BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCI_m.

4.1.1.2 BellSouth shall provide MCI_m with Recorded Usage Data in accordance with provisions of Section 4 of this document.

4.1.1.3 BellSouth shall provide MCI_m with copies of detail usage on MCI_m accounts. However, following execution of this Agreement, MCI, may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail

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usage records for completed calls originating from lines purchased by MCI for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:

Completed Calls

Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own end user billing).

Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth

Calls To Directory Assistance Where BellSouth Provides Such Service To An MCI Subscriber

Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCI's Local Service Subscriber and usage is billable to an MCI account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

4.1.1.4 Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCI for a minimum of forty-five (45) calendar days. BellSouth shall provide any data back-up to MCI upon the request of MCI within the record retention interval and at the rates set forth in Attachment I.

4.1.1.5 BellSouth shall provide to MCI Recorded Usage Data for MCI subscribers. BellSouth shall not submit other carrier local usage data as part of the MCI Recorded Usage Data.

4.1.1.6 BellSouth shall bill to MCI any recurring or non-recurring charges appropriate based on the Local Service Requests submitted to the BellSouth by MCI. BellSouth

4.1.1.7 MCI shall negotiate with Information Service Providers (e.g. 976 and N11 service calls) for provision of such services to MCI's end-users, including the billing of such services to its end-users.

4.1.1.8 BellSouth shall provide Recorded Usage Data to MCI billing locations as designated by MCI, segregated no lower than NXX level.

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4.1.1.9 BellSouth shall establish a Local Carrier Service Center (LCSC) or similar function to serve as MCI's single point of contact to respond to MCI call usage, data error, and record transmission inquiries.

4.1.1.10 BellSouth shall provide MCI with a single point of contact, Remote Identifiers (IDs), and assistance in resolving usage data volume fluctuations for each sending location.

4.1.1.11 MCI shall provide a single point of contact responsible for receiving usage transmitted by BellSouth and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 BellSouth shall bill and MCI shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

4.1.1.13 Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCI or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCI under this Attachment.

4.1.2 Charges

4.1.2.1 BellSouth shall charge fees as delineated in Attachment I.

4.1.2.2 No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCI for calls which originate from lines purchased by MCI for resale.

4.1.3 Central Clearinghouse & Settlement

4.1.3.1 In connection with CMDS hosting functions, BellSouth shall comply with Clearinghouse and Incollect/Outcollect procedures in accordance with CMDS standards.

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4.1.3.2 BellSouth shall settle with MCI for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls in accordance with the prevailing CMDS standards.

4.1.4 Lost Data

4.1.4.1 Loss of Recorded Usage Data - In the event MCI Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by BellSouth in its performance of the recording function, upon MCI's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCI. In the event the data cannot be recovered by BellSouth, BellSouth and MCI shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCI. This estimate shall be used to adjust amounts MCI owes BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this section.

4.1.4.2 The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four Mondays) in the most recent month for which MCI supplied data to BellSouth before the day of loss, except:

4.1.4.2.1 If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four Sundays of the most recent month for which MCI supplied data to BellSouth before the day of loss;

4.1.4.2.2 If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if

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available from the data supplied by MCIm to BellSouth before the day of loss); and

4.1.4.2.3 If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

4.1.5 Testing, Changes and Controls

4.1.5.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested in a manner mutually agreed upon by BellSouth and MCIm.

4.1.5.2 Interface Testing: The purpose of this test is to ensure that the usage records can be sent by BellSouth to MCIm and can be accepted and processed by MCIm. BellSouth shall provide a test file to MCIm's designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file shall contain that production data which MCIm and BellSouth agree upon. MCIm shall review the file and verify that it conforms to agreed upon EMR standards. MCIm shall notify BellSouth in writing whether the format is acceptable. MCIm shall also provide BellSouth with the agreed-upon control reports as part of this test.

4.1.5.3 Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BellSouth and MCIm.

4.1.5.4 For testing purposes BellSouth shall provide MCIm with BellSouth recorded, unrated usage for a minimum of five (5) consecutive days. MCIm shall provide BellSouth with the message validation reports associated with test usage.

4.1.5.5 Test File: Test data should be transported via NDM whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Agreement.

4.1.5.6 Periodic Review: Control procedures for all usage transferred between BellSouth and MCIm shall require

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periodic review. This review may be included as part of an annual audit of BellSouth by MCIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIm and BellSouth.

4.1.5.7 BellSouth Software Changes:

4.1.5.7.1 When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated BellSouth personnel shall notify MCIm no less than one hundred twenty (120) calendar days before such changes are implemented.

4.1.5.7.2 BellSouth shall communicate the projected changes to the single point of contact in MCIm so that potential impacts on MCIm processing can be determined.

4.1.5.7.3 MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with BellSouth and shall arrange to have the data tested utilizing the modified software.

4.1.5.7.4 If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to MCIm, BellSouth shall notify MCIm. BellSouth and MCIm agree to comply with changes in EMR standard as they from time to time occur.

4.1.5.8 MCIm Requested Changes:

4.1.5.8.1 MCIm may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCIm within the constraints of EMR industry standard requirements.

4.1.5.8.2 When the negotiated changes are to be implemented, MCI and/or BellSouth shall arrange for testing of the modified data in a mutually agreed Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCI and the methods of transmission for that data.

4.1.5.9 BellSouth System Change Description:

4.1.5.9.1 For a BellSouth change to the Recorded Usage Data, BellSouth shall provide MCI with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

4.1.5.9.2 During the initial negotiations regarding the change, BellSouth shall provide a list of the specific records and/or systems impacted by the change to designated MCI personnel.

4.1.5.9.3 BellSouth shall also provide MCI a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCI personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

4.1.5.10 Change Negotiations:

4.1.5.10.1 MCI shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCI shall notify BellSouth in writing of proposed change negotiations initiated by MCI. These written notifications will be directed to the single point of contact for the respective companies.

4.1.5.10.2. After formal notification of planned changes, whether originated by BellSouth or MCI, designated MCI personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

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4.1.5.10.3 In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIIm personnel shall negotiate a detailed test procedure with BellSouth.

4.1.5.11 Changes to controls:
MCIIm may request changes to the control structure.
BellSouth Requested control changes will be negotiated.

4.1.5.12 Verification Of Changes

4.1.5.12.1 Based on the detailed description of changes furnished by BellSouth, MCIIm and BellSouth personnel shall:

Determine the type of change(s) to be implemented.
Develop a comprehensive test plan.
Negotiate scheduling and transfer of modified data with BellSouth.
Confirm that test data is verified and acceptable by both BellSouth and MCIIm.

4.1.5.13 Introduction of Changes:

4.1.5.13.1 When all the testing requirements have been met and the results reviewed and accepted, designated MCIIm and BellSouth personnel shall:

Negotiate an implementation schedule.
Verify the existence of a contingency plan with the appropriate MCIIm personnel.
Arrange for the follow-up review of changes with appropriate MCIIm personnel.
Arrange for appropriate changes in control program, if applicable.

4.2 Information Exchange and Interfaces

4.2.1 Core Billing Information

4.2.1.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCIIm with unrated EMR records associated with all billable intraLATA toll and local

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usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

4.2.1.2 BellSouth shall provide rated EMR records only when explicit consent for sending such records has been obtained from MCIm. The following records shall be rated by BellSouth:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Subscriber credit

4.2.1.3 All messages billable to an MCIm account will BellSouth be transmitted to MCIm. BellSouth recorded usage billable to MCIm Subscribers.

4.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCIm and/or BellSouth Data Center holidays are excluded. BellSouth and MCIm shall exchange schedules of designated Data Center holidays.

4.2.2 Supporting Billing Information

4.2.2.1 Returned Long Distance Messages and Invoices

4.2.2.1.1 EC shall return message records or invoices to MCI for messages or invoices which cannot be billed to a BellSouth end user because BellSouth no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC. BellSouth will return IC messages as misdirected if BellSouth no longer serves the end user.

4.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-

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standard EMR format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.

4.2.2.1.3 Additional return codes to be used for return designations are as follows:

81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.

82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.

83 - field is designated as numeric field contains non-numeric values.

84 - message is terminating to number that has a NPA 900

4.2.2.1.4 The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the end user through resale or portability at the time the invoice or message is returned.

4.2.2.1.5 Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.

01-XX-XX record:	positions 168-171
01-51-21 record:	positions 125-128
01-51-24 record:	positions 187-190
41-XX-XX record (detail):	positions 168-171
41-50-XX record (summary):	positions 154-157
42-50-XX record (summary):	positions 154-157

4.2.2.2 Interim Number Portability. BellSouth shall provide MCI call detail records identifying each IXC which are sufficient to allow MCI to render bills to IXCs for calls IXCs place to ported numbers in the BellSouth network which the BellSouth forwards to MCI for termination.

MCI shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the CALNP arrangements. BellSouth shall provide to MCI the Electronic Message Records ("EMR") for all calls in a daily

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electronic Network Data Mover ("NDM") feed or magnetic tape, as specified by MCI, for MCI customers.

4.2.3 Product/Service Specific

4.2.3.2 BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

4.2.4 Emergency Information

4.2.4.2 MCI shall arrange transport facilities per BellSouth tariffed services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.

4.2.4.3 BellSouth shall comply with the following standards when emergency data is transported to MCI on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCI and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd

Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)

External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number

Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

4.2.5 Rejected Recorded Usage Data

4.2.5.1 If MCI should encounter significant volumes of errored messages that prevent processing by MCI within its systems, BellSouth will work with MCI to jointly determine the source and appropriate error resolution.

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4.2.5.2 BellSouth must return EMR/EMI records to IXCs with the OBF standard message reject code which indicates that BellSouth no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

4.2.5.3 Rejected messages or invoices shall be returned to MCI in accordance with procedures and timeframes already established between BellSouth and MCI.

4.2.6 Interfaces

4.2.6.1 BellSouth shall transmit formatted Recorded Usage Data to MCI via NDM as designated by MCI.

4.2.6.2 MCI shall notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.2.6.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCI within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCI within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

4.2.6.4 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. BellSouth shall provide MCI one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

4.2.7 Formats & Characteristics

4.2.7.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

4.2.7.2 EMR: BellSouth shall provide Recorded Usage Data in the EMR format and by category, group and record type,

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and shall be transmitted, via a direct feed, to MCIIm. The following is a list of EMR records that MCIIm can expect to receive from BellSouth:

Header Record	20-20-01
Trailer Record	20-20-02
Detail Records *	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being canceled is unrated)
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

In addition, BellSouth shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

4.2.7.3 BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

4.2.7.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIIm to control invoice sequencing and each shall have its own invoice controls.

4.2.7.5 The file's Record Format (RECFM) shall be Variable Block with 175 character EMR record, plus modules if appropriate.

4.2.7.6 Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIIm may elect to require BellSouth to sort PACKS in accordance with MCIIm specifications at a later date.

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4.2.7.7 BellSouth shall transmit the usage to MCI using dataset naming conventions prescribed by MCI.

4.2.8 Controls

4.2.8.1 MCI shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

4.2.8.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCI OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

4.2.8.3 Control Reports: MCI accepts input data provided by BellSouth in EMR format in accordance with the requirements and specifications detailed in this Section 8 of the Attachment III. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCI, data transfer control reports shall be required. These reports shall be provided by MCI to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

4.2.8.4 Control Reports - Distribution: Since BellSouth is not receiving control reports, dataset names shall be established during detailed negotiations.

4.2.8.5 Message Validation Reports: MCI shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports shall be provided for all data received within BellSouth Local Resale Feed and shall be transmitted Monday through Friday.

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4.2.8.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

BellSouth Name
Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred and accepted within a pack
Reseller Total Packs processed

4.2.8.7 MCIIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

4.3 Standards

4.3.1 When requested by MCIIm for security purposes, BellSouth shall provide MCIIm with Recorded Usage Data as soon as practical. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMR call record where Technically Feasible.

4.3.3 End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 BellSouth shall provide Recorded Usage Data to MCIIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

4.3.5 BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIIm..

4.4 Performance Measurements

4.4.1 Account Maintenance. When notified by a CLEC that an MCIIm Customer has switched to CLEC service, BellSouth shall provision the change, and notify MCIIm that the customer has changed to another service provider ("OUTPLOC") within one (1) business day, 100% of the time.