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BELLSOUTH

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Marshall M. Crisler, III
Regulatory Vice President

RECORDS AND
REPORTING

March 1, 1999

990238-TF

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Omni-Call, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996 TX 156

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Omni-Call, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Omni-Call, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0680-FOF-TP issued May 18, 1998 in Docket 980213-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Omni-Call, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Crisler III

Regulatory Vice President

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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**AMENDMENT
TO
INTERCONNECTION AGREEMENT BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. AND OMNICALL, INC.,
DATED NOVEMBER 19, 1998**

Pursuant to this Agreement (the "Agreement"), BellSouth Telecommunications, Inc. ("BellSouth") and OmniCall, Inc. ("OmniCall"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated November 19, 1998 ("Interconnection Agreement").

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

1. The definition of Local Traffic as set forth in Part B of the General Terms and Conditions to the Interconnection Agreement shall be amended as follows:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and nonappealable.

2. The definition of Local Traffic as set forth in Section 1.1 of Attachment 3 to the Interconnection Agreement shall be amended as follows:

Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic as stated in General Terms and Conditions of this Agreement.

3. The Parties agree that all of the other provisions of the Interconnection Agreement dated November 19, 1998, shall remain in full force and effect.
4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state regulatory authorities for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

OmniCall, Inc.

Signature

Signature

Jerry D. Hendrix

Marshall K Howard

Name

Name

Director - Interconnection Services

VP

Title

Title

Date

2/10/99

Date

4/15/99