

RECEIVED-FPSC

 **BELLSOUTH**

99 APR -5 PM 4: 06

BellSouth Telecommunications, Inc.  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7798  
Fax 850 224-5073

RECORDS AND  
REPORTING

Marshall M. Criser III  
Regulatory Vice President

April 5, 1999

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

Re: Docket 990210-TP Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, 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 The Other Phone Company, Inc. d/b/a Access One Communications, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, 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. Criser III*

Regulatory Vice President

(22)

DOCUMENT NUMBER-DATE

~~04398~~ APR -5 99

FPSC-RECORDS/REPORTING

AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND THE OTHER PHONE COMPANY, INC. D/B/A ACCESS ONE COMMUNICATIONS,  
INC  
DATED JANUARY 20, 1999

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 20, 1999 ("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 Access One hereby covenant and agree as follows:

1. The Parties hereby agree the definition of Local Traffic as set forth in Part B of the General Terms and Conditions Section of the Interconnection Agreement is hereby deleted in its entirety and replaced with the following revised definition:

**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 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 non-appealable.

2. The Parties agree that Section 1.1 of Attachment 3 of the Interconnection Agreement is hereby deleted in its entirety and replaced with a revised Section 1.1 as follows:

1.1 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 as stated in the General Terms and Conditions of this Agreement.


3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated January 20, 1999 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 Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

\_\_\_\_\_  
BellSouth Telecommunications, Inc.

By: \_\_\_\_\_

  
Jerry D. Hendrix, Director

DATE: \_\_\_\_\_

3/24/99

\_\_\_\_\_  
The Other Phone Company, Inc. d/b/a Access  
One, Communications, Inc.

By: \_\_\_\_\_

  
CEO

DATE: \_\_\_\_\_

3-23-99