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HOPPING GREEN SAMS & SMITH

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS

123 SOUTH CALHOUN STREET  
POST OFFICE BOX 6526  
TALLAHASSEE, FLORIDA 32314

(850) 222-7500

FAX (850) 224-8551

FAX (850) 425-3415

www.hgss.com

ERIC T OLSEN  
GARY V PERKO  
MICHAEL P PETROV CH  
DAVID L POWELL  
WILLIAM D PRESTON  
CAROLYN S RAEPPLE  
DOUGLAS S ROBERTS  
D KENT SAFRIET  
GARY P SAMS  
TIMOTHY G SCHOENWALDER  
ROBERT P SMITH  
DAN R STENGLE  
CHERYL G STUART  
OF COUNSEL  
ELIZABETH C BOWMAN

JAMES S ALVES  
BRIAN H. BIBEAU  
ROCHELLE A. BIRNBAUM  
RICHARD S BRIGHTMAN  
KEVIN B. COVINGTON  
PETER C CUNNINGHAM  
RALPH A DeMEO  
JODY L FINKLEA  
WILLIAM H. GREEN  
WADE L. HOPPING  
GARY K HUNTER, JR  
JONATHAN T. JOHNSON  
ROBERT A. MANNING  
FRANK E. MATTHEWS  
RICHARD D. MELSON  
ANGELA R. MORRISON  
SHANNON L. NOVEY

Writer's Direct Dial No.  
(850) 425-2313

May 21, 2001

BY HAND DELIVERY

Blanca Bayó  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Docket No. 000649-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively, "WorldCom") are the original and fifteen copies of WorldCom's Motion for Order Regarding Agreement and Motion for Extension of Time to File Final Agreement.

By copy of this letter, this document is being furnished to the parties on the attached service list. If you have any questions regarding this filing, please call.

Very truly yours,



Richard D. Melson

RDM/mee

Enclosure

cc: Parties of Record

DOCUMENT NUMBER-DATE  
06375 MAY 21 01  
FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by MCImetro Access )  
Transmission Services LLC and MCI )  
WorldCom Communications, Inc. for )  
arbitration of certain terms and conditions )  
of a proposed agreement with BellSouth )  
Telecommunications, Inc. concerning )  
interconnection and resale under the )  
Telecommunications Act of 1996. )  
\_\_\_\_\_ )

Docket No. 000649-TP

Filed: May 21, 2001

**WORLDCOM'S MOTION FOR ORDER REGARDING AGREEMENT  
AND MOTION FOR EXTENSION OF TIME TO FILE FINAL AGREEMENT**

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively, "WorldCom") hereby move for the entry of an order requiring BellSouth Telecommunications, Inc. ("BellSouth") to execute an Interconnection Agreement which contains WorldCom's proposed language for the contract provisions which remain in dispute. WorldCom also moves for an extension of time to file the full interconnection agreement until 14 days after the Commission enters its order ruling on the issues that remain in dispute and on WorldCom's pending Motion for Reconsideration.. In support of this motion, WorldCom states:

**Background**

On March 30, 2001, the Commission entered its Final Order on Arbitration (Order No. PSC-01-0824-FOF-TP) in which it set forth its decision on the various issues that had been arbitrated by the parties and ordered the parties "to submit a signed agreement that complies with our decisions in this docket for approval within 30 days of issuance of this Order." (Order, p. 200) Following the entry of the Order, the parties attempted to negotiate final contract language to reflect the Commission's decisions.

On April 27, 2001, BellSouth and WorldCom filed a joint motion requesting an

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extension of time for 21 days, until May 21, 2001, in which to complete their negotiations and file a signed agreement. The parties have continued to negotiate, but have been unable to reach agreement on several contract sections. The parties are today filing motions asking the Commission to determine which parties' language properly implements the Commission's decision on the remaining disputed issues.

#### **Motion for Extension of Time**

WorldCom hereby requests that the Commission grant the parties an extension of time until 14 days from the date of the Commission order ruling on the remaining disputed language (and on WorldCom's pending motion for reconsideration) in which to file a fully executed Interconnection Agreement. This will enable the filing to include all of the Commission's final rulings in this docket. WorldCom is authorized to represent that BellSouth supports this motion for extension of time.

#### **Motion to Resolve Disputed Contract Language.**

By this motion, WorldCom requests that the Commission order BellSouth to execute an Interconnection Agreement containing WorldCom's proposed language on the provisions that remain in dispute. As set forth in more detail below, WorldCom's language in each instance complies with the decisions set forth in the Final Order on Arbitration, while BellSouth's language does not comply with those decisions.

#### **1. Issue 42 (Attachment 4, §2.3.8)**

This issue involved whether WorldCom should be required to route all of its terminating access traffic to a BellSouth access tandem, thereby foreclosing competition for the transport portion of access charges, or whether WorldCom should be permitted to route terminating access traffic directly to BellSouth's end offices.

The Commission found that WorldCom should be required to route its access traffic to BellSouth access tandem switches via access trunks because of concerns raised by BellSouth regarding its ability to properly bill for its portion (end office switching) of access charges if terminating access traffic were routed directly to BellSouth end offices over local interconnection trunks, stating:

[W]e find that WorldCom shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. WorldCom shall route its access traffic to BellSouth access tandem switches via access trunks.

(Order, page 98)

The delivery of switched access traffic by is covered by Attachment 4, § 2.3.8 of the Interconnection Agreement. WorldCom has addressed the Commission's finding regarding the potential inability to bill for access traffic that is commingled with local traffic by proposing reciprocal language which prohibits *either* party from commingling local and access/toll traffic on a single trunk group. This language will ensure that both parties have the same ability to determine the nature of the traffic delivered to them by identifying the trunk group over which it is delivered. BellSouth, however, insists on a one-sided provision which prohibits WorldCom from commingling local and access/toll traffic delivered to BellSouth, but permits BellSouth to commingle such traffic when delivered to WorldCom. The disputed provision is set forth below.

#### **WorldCom's Proposal**

2.3.8 Neither Party shall be permitted to commingle local traffic and access traffic (interLATA or intraLATA) on a single trunk and route access traffic directly to the other Party's end offices. Both Parties shall route their access traffic (interLATA and intraLATA) to the other Party's access tandem switch, or switch in the case of MCI, via access trunks.

## **BellSouth's Proposal**

2.3.8. MCI shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCI shall route its access traffic to BellSouth access tandem switches via access trunks.

Since WorldCom's proposed language implements the Commission's decision in a carrier-neutral manner, BellSouth should be ordered to sign an Interconnection Agreement containing WorldCom's proposed language for Attachment 4, Section 2.3.8. In the alternative, WorldCom would be willing to accept language which addresses the Commission's billing concerns by providing that MCI will not commingle local and access traffic *unless and until* it provides BellSouth with standard EMI records that enable BellSouth to properly bill access charges for such traffic.<sup>1</sup> BellSouth has likewise rejected this alternative approach -- which WorldCom believes complies with the intent, if not the letter, of the Commission's findings -- and has insisted on a one-sided provision that applies one rule to access/toll traffic delivered to WorldCom's network and a completely different rule to access/toll traffic delivered to BellSouth's own network.

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<sup>1</sup> The alternative language which would be acceptable to WorldCom is as follows:

2.3.8 Because the Commission has determined that BellSouth's ability to bill subtending companies in an accurate manner is in doubt if the local and switched access traffic were delivered on the same trunk groups, unless and until MCI provides BellSouth with the standard EMI records necessary for BellSouth to bill the appropriate carrier for access traffic transited by MCI to BellSouth, MCI shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. Until such time, MCI shall route its access traffic to BellSouth access tandem switches via access trunks.

## 2. Issue 36 (Attachment 5, § 2.1.4)

This issue involved whether WorldCom or BellSouth has the right to designate the Point of Interconnection at any technically feasible point. The Commission ruled that WorldCom has the right to designate such point:

Accordingly, we find that WorldCom, as the requesting carrier, has the exclusive right pursuant to the Act, the FCC's Local Competition Order and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point for the mutual exchange of traffic.

(Order, page 81)

Attachment 5 of the Interconnection Agreement deals with collocation and Section 2.1.4 of that attachment deals with the "demarcation point," which is the point at which BellSouth's responsibility for operating and maintaining facilities ends and WorldCom's responsibility for operating and maintaining facilities begins. The parties have agreed that BellSouth will designate the point(s) of demarcation between WorldCom's collocated equipment and BellSouth's equipment at a technically feasible point as close as possible to WorldCom's collocation space.

In order to ensure that BellSouth's right to designate the demarcation point does not affect WorldCom's right to designate any other technically feasible point as the "point of interconnection," WorldCom proposes language that reserves its right to designate the point of interconnection and to require BellSouth (at WorldCom's expense) to provide cross-connects between the point of interconnection and the demarcation point. The relevant portion of the disputed provision is set forth below. The agreed language is set forth in normal type; WorldCom's proposed language which BellSouth refuses to accept is set forth in **bold** type.

2.1.4 Demarcation Point. BellSouth shall designate the point(s) of demarcation between MCI's collocated equipment and

BellSouth's equipment. BellSouth shall use its best efforts to designate the closest Technically Feasible demarcation points to MCI's collocation space. **BellSouth's right to designate the demarcation point(s) shall not affect MCI's right to designate any technically feasible interconnection points within the Premises. BellSouth shall provide cross connects, from the interconnection point(s) designated by MCI to the demarcation points designated by BellSouth.** No cross connect charges shall apply at the time MCI's certified vendor provides the necessary connection(s) from its collocation space to such demarcation point(s) ("TIE cable/pairs"). However, cross connect charges, as set forth in Attachment 1, will apply when BellSouth, upon receipt of an order from MCI for BellSouth services and/or interconnection, connects such services from BellSouth's termination to the demarcation point. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. . . .

Unless WorldCom's proposed clarifying language is included in the Interconnection Agreement, BellSouth could take the position that the point of demarcation equates to the point of interconnection. Such an interpretation would deprive WorldCom of the right -- guaranteed by the Telecommunications Act and implemented by the Commission in its Order -- to designate any technically feasible point as the point of interconnection. BellSouth should therefore be ordered to sign an Interconnection Agreement containing WorldCom's proposed language for Attachment 5, Section 2.1.4.

### **3. Issue 95 (Attachment 8, §5.1 to 5.2.8, 5.2.11 to 5.2.19.5)**

This issue involved the question of whether BellSouth should be required to provide WorldCom with Exchange Message Interface (EMI) standard fields for billing purposes. WorldCom's proposed language to address this question -- which is identical to that contained in the parties' prior interconnection agreement -- was set forth in Attachment 8, Sections 5.1 through 5.2.8 and 5.2.11 through 5.2.19.5 of the draft interconnection agreement attached as Exhibit C to its Petition for Arbitration. (See pages 46-64 of Exhibit C to Petition for

Arbitration.) BellSouth's proposed language to address this issue was set forth at pages 64-77 of Exhibit C to the Petition for Arbitration.

The Commission ruled in WorldCom's favor on this issue, holding that "BellSouth shall be required to provide WorldCom with billing records in the industry-standard EMI format, with all EMI standard fields." (Order, page 165) BellSouth now proposes to implement the Commission decision by including a bare-bones Section 5.1, which merely recites that BellSouth will continue to provide customer usage data in the same format it currently provides and will provide MCIIm with billing records in the standard EMI format with all EMI standard fields. (This is a significant change from its original proposal in Exhibit C to the Petition for Arbitration, in which BellSouth included approximately 14 pages of detailed requirements relating to the provision of such data.)

WorldCom proposes to implement the Commission's decision by including in the agreement the exact language that was in dispute in the arbitration. This language (included as Exhibit A to this Motion) contains numerous supporting provisions which are required to fully implement BellSouth's obligation to provide customer usage data as ordered by the Commission.

Since the Commission had before it WorldCom's proposal for language to implement this issue, and ruled in WorldCom's favor, the Commission should not allow BellSouth to unilaterally insist on less comprehensive language addressing the subject matter of the dispute. Instead, the Commission should order BellSouth to sign an Interconnection Agreement containing WorldCom's proposed language.

#### **4. Attachment 5, Sections 7.7.1 and 7.2**

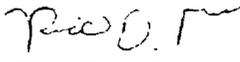
BellSouth proposes to delete from the agreement portions of Section 7.1.1 and 7.2 which is language that was negotiated and agreed to prior to the filing of the Petition for Arbitration,

and which was not addressed as an issue in the arbitration proceeding. (See Exhibit B for BellSouth's proposed deletions.) BellSouth's stated reason for seeking to exclude this language relates to a federal appeals court decision which substantially *predates* the time that this agreed language was included WorldCom's Petition for Arbitration and was not objected to in BellSouth's Response to the Petition for Arbitration. BellSouth must not be permitted at this late date -- long after the Petition for Arbitration was filed, and long after the hearings in this docket -- to claim reliance on a prior court decision as a basis to renege on its agreement to language that it voluntarily negotiated with full knowledge of that decision.

**WHEREFORE**, WorldCom moves the Commission to enter an order requiring BellSouth to execute and file with the Commission an Interconnection Agreement containing WorldCom's language for each of the disputed provisions discussed in the body of this motion.

RESPECTFULLY SUBMITTED this 21st day of May, 2001.

HOPPING GREEN SAMS & SMITH, P.A.

By:   
Richard D. Melson  
P.O. Box 6526  
Tallahassee, FL 32314  
(850) 425-2313

Donna Canzano McNulty  
WorldCom, Inc.  
325 John Knox Road, Ste. 105  
Tallahassee, FL 32303

Dulaney L. O'Roark III  
WorldCom, Inc.  
Six Concourse Parkway, Suite 3200  
Atlanta, GA 30328

Attorneys for MCImetro Access  
Transmission Services, LLC, and MCI  
WorldCom Communications, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following by U.S. Mail or Hand Delivery (\*) this 21st day of May, 2001:

Patricia Christensen\*  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Nancy B. White (\*)  
Michael P. Goggin  
c/o Nancy Sims  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301-1556

Bennett L. Ross  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street  
Suite 4300  
Atlanta, GA 30375



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Attorney

EXBHIT A

ATTACHMENT 8

**BellSouth Proposed Language (New)**

**5.1 Provision of Customer Usage Data**

**BellSouth shall continue to provide MCIIm customer usage data in the same format that it currently provides. Further, BellSouth shall provide MCIIm with billing records in the standard EMI format with all EMI standard fields.**

**WorldCom Proposed Language (From Exhibit C to Petition for Arbitration)**

**5.1 .1 BellSouth shall provide MCIIm with all Customer usage data and related information and functionalities as set forth in this Section [5] via CONNECT:Direct, to a location designated by MCIIm, unless otherwise agreed by the Parties.**

**5.1.3 BellSouth Software Changes:**

**5.1.3.1 When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIIm, designated BellSouth personnel shall notify MCIIm no less than one hundred twenty (120) calendar days before such changes are implemented. Such software changes must be consistent with EMI standards, unless the change is agreed to by both parties.**

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

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

**5.1.3.3 BellSouth shall provide a test file to MCIW with the software**

changes 30 days in advance of the conversion to verify that the data can be processed.

**5.1.3.4** Upon receipt of the ILEC test file, MCIW will process and verify that the file conforms to its data center requirements within five business days.

**5.1.3.5** If MCIW encounters problems with the test file, the BellSouth SPOC shall respond to MCIW's inquiry within 24 hours, and provide a corrected file within five working days, after the inquiry.

**5.1.4.** Upon receipt of BellSouth's corrected test file, MCIW will process the file and verify in writing that it conforms to its data center requirements within five business days.

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

**5.1.5.** MCI Requested Changes:

**5.1.5.1** MCI may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCI. The requested change must be within the constraints of EMI industry standard requirements unless mutually agreed upon by the parties.

**5.1.5.1.1** 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.

**5.1.6** The Parties will address BellSouth system changes as follows:

**5.1.6.1** For a BellSouth system change, BellSouth shall provide MCIW with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

**5.1.6.2** Changes to controls: MCI may request changes to the control structure. BellSouth Requested control changes will be negotiated.

**5.1.6.2.1** 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.**

**5.1.6.2.2 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.**

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

**5.1.6.3 Verification Of Changes. MCI may request changes to the control structure. BellSouth shall comply with the requested changes.**

**5.1.6.3.1 Based on the detailed description of changes furnished by BellSouth, MCI 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.**
- ❖ Negotiate testing of modified data with appropriate MCI RPC.**
- ❖ Negotiate processing of verified data through the MCI billing system.**
- ❖ Confirm that test data is verified and acceptable by both BellSouth and MCI.**

**5.1.6.4. Introduction of Changes: When all of the testing requirements have been met and the results reviewed and accepted, designated MCI and BellSouth personnel will:**

- ❖ Negotiate an implementation schedule.**
- ❖ Verify the existence of a contingency plan with the appropriate MCI personnel.**
- ❖ Arrange for the follow-up review of changes with appropriate MCI personnel.**
- ❖ Arrange for appropriate changes in control program, if applicable.**
- ❖ Arrange for long-term functional review of the impact of changes on the MCI billing system, i.e. accuracy,**

timeliness, and completeness.

#### **5.1.7. Charges**

**5.1.7.1. BellSouth shall charge for usage records at the rates set forth in Attachment 1.**

**5.1.7.2. No charges shall be assessed for usage records associated with incomplete call attempts, nor will records associated with call attempts be delivered to MCIIm for calls which originate from lines purchased by MCIIm for resale.**

#### **5.1.8 Testing**

**5.1.8.1. Periodic Review: Control procedures for all usage transferred between BellSouth and MCIIm shall require periodic review. This review may be included as part of an annual audit of BellSouth by MCIIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCIIm 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 MCIIm and BellSouth.**

### **5.2 General Requirements and Functions**

**5.2.1 ATIS Standards. Consistent with Section [1] of this Attachment 8, BellSouth shall comply with OBF standards and guidelines and the additional standards outlined in this Section [5] when recording and transmitting Recorded Usage Data.**

**5.2.1.1 BellSouth shall comply with EMI industry standards in delivering customer usage data to MCIIm.**

**5.2.1.2. BellSouth shall provide MCIIm with Recorded Usage Data in accordance with provisions of Section 4 of this document.**

**5.2.2 Content of Recorded Usage Data. 4.1.1.3 BellSouth shall provide MCIIm with copies of all usage and detail information on MCIIm customers. This information will be provided to the MCIIm designated billing locations. Recorded Usage Data includes, but is not limited to, the following categories of information:**

**5.2.2.1. Completed Calls**

**5.2.2.2. Use of CLASS/LASS/Custom Features (under circumstances**

where BellSouth records activations for its own end user billing).

**5.2.2.3. Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth**

**5.2.2.4. Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIIm Subscriber**

**5.2.2.5. Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIIm's Local Service Subscriber and usage is billable to an MCIIm account.**

**5.2.2.6. For BellSouth-Provided MULTISERV Service,**

**5.2.2.7. Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.**

**5.2.2.8. Recording of completed calls which BellSouth does not record for its own service offerings (e.g., flat rate free calling area service)**

**5.2.2.9.. However, MCIIm 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 usage records for completed calls originating from lines purchased by MCIIm for resale.**

**5.2.3. Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCIIm for a minimum of ninety (90) calendar days. BellSouth shall provide any data back-up to MCIIm upon the request of MCIIm within the record retention interval and at the rates set forth in Attachment 1.**

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

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

**5.2.5 At the same time as the monthly bill is transmitted, BellSouth shall send a separate file summarizing all of MCIIm's usage sensitive messages which are contained in BellSouth's suspense files and unbilled files.**

**5.2.6 Data circuits (private line or dial-up) may be required between BellSouth and MCIIm for the purpose of data transmission. Where a dedicated line is required, MCIIm will be responsible for ordering the circuit, overseeing its**

installation and coordinating the installation with BellSouth. MCIIm will also be responsible for any charges associated with this line. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCIIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIIm will be the responsibility of MCIIm.

**5.2.7. Single Point of Contact.** Each Party will provide the other with a single point of contact to respond to call usage, data error, or record transmission inquiries and for receiving transmitted Recorded Usage Data, or receiving Recorded Usage Data tapes from a courier service in the event of a facility outage.

**5.2.8. Audits.** Without waiver of, and in addition to the Audit and Examination rights in the Section 21 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIIm 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 MCIIm under this Attachment.

\* \* \* \* \*

#### **5.2.11 Core Billing Information**

**5.2.11.1 Recorded Usage Data all intraLATA toll and local usage.** BellSouth shall provide MCIIm with unrated EMI records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIIm 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. MCIIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

**5.2.11.2.** BellSouth shall provide rated EMI records only when explicit consent for sending such records has been obtained from MCIIm. The following records shall be rated by BellSouth:

<b>Category 01</b>	<b>Operator handled, person to person, collect calls, bill to third number, SSP record query</b>
<b>Category 03</b>	<b>Credit &amp; adjustments</b>
<b>Category 41</b>	<b>Subscriber credit</b>

**5.2.11.3.** All messages billable to an MCIIm account will BellSouth be transmitted to MCIIm. BellSouth recorded usage billable to MCIIm

**Subscribers.**

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

## **5.2.12 Supporting Billing Information**

### **5.2.12.1. Returned Long Distance Messages and Invoices**

**5.2.12.1.1. 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.**

**5.2.12.1.2. Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMI format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.**

**5.2.12.1.3. 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**

**5.2.12.1.4. 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.**

**5.2.12.1.5. 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

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

**5.2.12.3 MCIIm shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the CALNP arrangements. BellSouth shall provide to MCIIm the Electronic Message Interface ("EMI") for all calls in a daily electronic CONNECT:Direct feed or magnetic tape, as specified by MCIIm, for MCIIm customers.**

### **5.2.13 Product/Service Specific**

**5.2.13.1. 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.**

### **5.2.14 Emergency Information**

**5.2.14.1. MCIIm 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.**

**5.2.14.2. 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.**

#### **5.2.15 Rejected Recorded Usage Data**

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

**5.2.15.2. BellSouth must return 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.**

**5.2.15.3. Rejected messages or invoices shall be returned to MCIIm in accordance with procedures and timeframes already established between BellSouth and MCIIm.**

#### **5.2.16 Interfaces**

**5.2.16.1. BellSouth shall transmit formatted Recorded Usage Data to MCIIm via NDM as designated by MCIIm.**

**5.2.16.2. MCIIm 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.**

**5.2.16.3. 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 MCIIm within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCIIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.**

**5.2.16.6 The data will be packed using ATIS EMI records.**

#### **5.2.17 Formats & Characteristics**

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

**5.2.17.2. EMI: BellSouth shall provide Recorded Usage Data in the EMI format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMI records that MCIm can expect to receive from BellSouth:**

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

**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 01-01-18 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.**

**5.2.17.3. BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMI records.**

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

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

**5.2.17.6. Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIm may elect to require**

BellSouth to sort PACKS in accordance with MCIm specifications at a later date.

5.2.17.7. BellSouth shall transmit the usage to MCIm using dataset naming conventions prescribed by MCIm.

5.2.17.8. Carrier access service records shall be mutually agreed to by both parties.

#### 5.2.18 Controls

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

5.2.18.2 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	MCIm OCN - value 7229
24-27	Reseller OCN

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

5.2.18.3 Control Reports: MCIm accepts input data provided by BellSouth in EMI format in accordance with the requirements and specifications detailed in this Section 5 of the Attachment 8. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

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

5.2.18.5 Message Validation Reports: MCIm 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.

**5.2.18.6 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**

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

#### **5.2.19 Standards**

**5.2.19.1. When requested by MCIIm for security purposes, BellSouth shall provide MCIIm with Recorded Usage Data within two (2) hours of call completion. If not available in EMI format, the Recorded Usage Data may be provided in AMA format.**

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

**5.2.19.3. End user subscriber usage records and station level detail records shall be in packs in accordance with EMI standards.**

**5.2.19.4. 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.**

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

EXHIBIT B

**ATTACHMENT 5**

**BellSouth Proposed Changes/Deletions of Previous Agreed Language**

7.1 Type of Equipment

7.1.1 BellSouth shall permit the collocation of any type of equipment ~~used or useful~~ necessary for interconnection or access to unbundled network elements. ~~Whenever BellSouth objects to collocation of equipment by MCI for the purposes within the scope of section 251(c)(6) of the Act, BellSouth shall prove to the commission that the equipment will not be actually used by MCI for the purpose of obtaining interconnection or access to unbundled network elements.~~ BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of MCI's equipment, citing safety standards, BellSouth must provide to MCI within five business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends MCI's equipment fails to meet. Equipment ~~used~~ used necessary for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and (2) Equipment being collocated to terminate basic transmission facilities pursuant to 47 CFR 64.1401 and 64.1402, and (3) Digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services. ~~; provided, however, that BellSouth may not place any limitations on the ability of MCI to use all the features, functions, and capabilities of equipment collocated pursuant to this section, including, but not limited to, switching and routing features and functions and enhanced services functionalities.~~

7.1.2 Subject to requirements of this Attachment, MCI may place or install in or on the Collocation Space such additional personal property and facilities, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such property and facilities do not violate floor

loading requirements, impose or could impose or contain or could contain unreasonable environmental conditions or hazards. Personal property, facilities and equipment placed by MCI in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by MCI at any time. Any damage caused to the Collocation Space by MCI's employees, agents or representatives during the removal of such property shall be promptly repaired by MCI at its expense.

7.2 Connections Between Carriers. Subject to Section 2.1.1 of this Attachment, MCI may ~~directly~~ connect to other Collocators within the designated BellSouth Premise ~~(including to its other virtual or physical collocated arrangements) through facilities owned by MCI, another Collocator or through facilities owned by BellSouth, facilities designated by MCI, at MCI's option.~~ Such connections to other carriers may be made using either optical or electrical facilities. MCI may deploy such optical or electrical connections directly between its own facilities ~~and the facilities of other Collocator(s)~~ without being routed through BellSouth equipment.

~~If MCI requests a co-Carrier cross connect after the initial installation, MCI must submit an application with a Co-Carrier Cross Connect Subsequent Application Fee at the rates set forth in Attachment 1 of this Agreement. BellSouth will use best efforts to assess the cost, pursuant to applicable law, of this type of request within 6-9 months of execution of this Agreement. If MCI elects to have BellSouth provide the co-Carrier cross connect, BellSouth shall place the cross connect pursuant to a cross connect order and no application or application fee will be required. In such cases, cross connect charges will apply, and cable support structure charges will not apply. If MCI elects to use its own facilities, MCI must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the MCI equipment and the equipment of the other Collocator are located within contiguous collocation spaces. In cases where MCI's equipment and the equipment of the other Collocator are located in contiguous collocation spaces, MCI itself will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed, and no recurring charges will apply for MCI's use of the constructed cable rack. BellSouth shall complete cable rack construction at Parity. The term "co-Carrier" as used in this section is not intended to imply the existence of a joint venture or partnership between collocating carriers.~~

7.2.1 MCI may choose to lease unbundled transport from BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

7.2.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.