

February 6, 2001

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

RE: Petition by AT&T Communications of the South Central
States, Inc. and TCG Ohio for Arbitration of Certain
Terms and Conditions of a Proposed Agreement With
BellSouth Telecommunications, Inc. Pursuant to 47
U.S.C. Section 252
PSC 2000-465

Dear Mr. Dorman:

Pursuant to the Commission's November 17, 2000, Order in
the above-captioned case, BellSouth files herewith the original
and four (4) copies of its Testimony, the original and one (1)
copy of its Best and Final Offer and any Agreed Upon Portions of
the Contract not already filed. BellSouth's witnesses are W.
Keith Milner, Ronald M. Pate and John A. Ruscilli. A CD-ROM
containing the filing is also enclosed.

Sincerely,

Creighton E. Mershon, Sr.

Enclosures

cc: Parties of Record

CERTIFICATION

I hereby certify that the electronic version of this filing made with the Commission this 6th day of February 2001 is a true and accurate copy of the documents filed herewith in paper form, that the electronic version of the filing has been transmitted to the Commission and that the Commission and AT&T have been notified by electronic mail that the electronic version of this document has been transmitted to the Commission.

Creighton E. Mershon, Sr.

PSC 2000-465

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AGREEMENT

between

BellSouth Telecommunications, Inc.

and

AT&T Communications of the South Central States, Inc. and TCG Ohio

Effective Date:

KENTUCKY

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AGREEMENT

PREFACE

This Agreement, which shall become effective as of the _____ day of _____, _____, is entered into by and between AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (collectively "AT&T"), having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns. **The terms of this Agreement shall apply separately to AT&T of the South Central States, Inc. and TCG Ohio, unless expressly agreed to otherwise.**

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience

of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. Provision of Local Service and Unbundled Network Elements

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 14 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.
- 1.2 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3 of the General Terms and Conditions of this Agreement.
- 1.3 BellSouth shall not discontinue Services and Elements provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld; provided, however, BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to AT&T for resale to AT&T's end users who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T end users who may be purchasing any such service.

- 1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

- 2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.
- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement ("Subsequent Agreement") with regard to the terms, conditions and obligations contained in this Agreement.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If the Commission fails to issue an order setting new terms and conditions prior to the expiration of this Agreement, the terms of this agreement shall continue in effect, on a month-to-month basis, at the same terms, conditions and prices as those in effect at the end of the then-current term, until resolved by the Commission.
- 2.4 The Parties must have commenced good faith negotiations within the time period set forth in Sections 2.2 and 2.3 of the Terms and Conditions of this Agreement in order for the Agreement to continue on a month-to-month basis. If such good faith negotiations have not commenced, unless the Parties agree otherwise, the Parties agree to submit the issue of having this Agreement continued on a month-to-month basis to the appropriate Commission. If such a request is made to the Commission, this Agreement will remain in effect on a month-to-month basis until the Commission has ruled.

3. **Termination of Agreement; Transitional Support**

- 3.1 AT&T may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any

applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

- 3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

4. **Good Faith Performance**

- 4.1 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Services and Elements and Combinations Under Other Agreements**

- 5.1 BellSouth shall make available and AT&T may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement. AT&T may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement.

- 5.2 Any dispute between the Parties concerning any election or exercise of an option by AT&T under this Section 5 shall be resolved pursuant to the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

6. **Responsibility of Each Party**

- 6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

- 7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, 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) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible

for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

8. Responsibility For Environmental Contamination

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, 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 or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials 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 or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) 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 or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the

performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1);

- 8.3.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, et seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls ("PCBs"); and (4) radon.
- 8.3.3 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.
- 8.3.4 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation

damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

9. Regulatory Matters

- 9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T end users contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.
- 9.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In

the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

10. Liability and Indemnity

10.1 In the event that AT&T consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of AT&T under this Agreement. [BellSouth's proposal.]

10.2 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to AT&T during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.3 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the financial liability of AT&T to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.4 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.5 No Consequential Damages - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES

AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 10, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS PURSUANT TO ATTACHMENT 9 OF THIS AGREEMENT, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

- 10.6 Obligation to Indemnify – Except as provided in Section 11 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.
- 10.7 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnatee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability

or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. Intellectual Property Rights and Indemnification

- 11.1 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services of any name, trade name, service mark or trademark of the other Party.
- 11.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

- 11.3 BellSouth and AT&T (if and to the extent BellSouth uses AT&T facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.
- 11.4 BellSouth Indemnification. BellSouth will defend AT&T against claims of infringement arising solely from the use by AT&T of Services and Elements and will indemnify AT&T for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.
- 11.4.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify AT&T shall include the obligation to indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with AT&T, (i) procure for AT&T the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

- 11.5 AT&T Indemnification. AT&T (if and only to the extent AT&T provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of AT&T facilities or equipment, including software, and to the extent BellSouth uses AT&T facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.
- 11.5.1 For purposes of Section 11.5 of this Agreement, AT&T's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of AT&T facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by AT&T hereunder become, or, in AT&T's reasonable opinion, be likely to become the subject of a claim of infringement, or should AT&T's use thereof be finally enjoined, then AT&T shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.
- 11.6 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 11.4 or Section 11.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.
- 11.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.
- 11.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.

- 11.9 Exception to Obligations. Both Parties' obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 11.10 Exclusive Remedy. The foregoing shall constitute the sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
12. **Audits and Inspections**
- 12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.
- 12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.
- 12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.
- 12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

- 12.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.
- 12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

13. Performance Measurement

- 13.1 Service Quality Measurements shall be as set forth in Attachment 9, incorporated herein by this reference.
- 13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to AT&T for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.
- 13.3 BellSouth shall provide, for the facilities and equipment of AT&T, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other third party.
- 13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to AT&T by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

14. Force Majeure

- 14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.
- 14.2 Notwithstanding Section 14.1 of this Agreement, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and

the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Certain Federal, State and Local Taxes

- 15.1 Definition. For purposes of this Section 15, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.
- 15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser
- 15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.
- 15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller
- 15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 15.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it

is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser
 - 15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

- 15.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by Section 15 with respect to the billing of services provided hereunder, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision

rendered in the contest with the imposing authority shall control as to such issues.

- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 Mutual Cooperation

- 15.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. Dispute Resolution Process

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights its may have to seek judicial review of any ruling made by the Commission concerning this Agreement. [BellSouth's proposal.]

17. Notices

17.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Bill Peacock
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Assistant Vice President
AT&T Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written

notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. Confidentiality and Proprietary Information

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section. All information which is to be treated as Confidential Information under this Agreement shall:

18.1.1 if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

18.1.2 if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

18.1.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

18.2 In addition to any requirements imposed by 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.
- 18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be

the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. Branding

- 19.1 AT&T shall provide the exclusive interface to AT&T end users, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T end users, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T end users shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. Directory Listings Requirements

- 20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.
- 20.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. AT&T and BAPCO have entered into an agreement, which is appended as Attachment 13 to this Agreement and incorporated herein by this reference, regarding BAPCO's treatment of AT&T's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory

Listings database, which includes AT&T's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 20.2.1 below. Subject to execution of such agreement between AT&T and BAPCO, BAPCO shall publish directory listings as follows:

- 20.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to AT&T or any AT&T Customer one white pages basic Directory Listing for each AT&T Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any AT&T Customer whose Directory Listing has been identified as non-published. AT&T will be required to provide to BellSouth the names, addresses and telephone numbers of all AT&T end users that wish to be omitted from directories.
- 20.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for AT&T for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to AT&T for its Customers at the applicable wholesale discount set forth in Attachment 1.
- 20.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to AT&T for its end users. Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each AT&T end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on AT&T end users to its Yellow Pages directory publishing Affiliate without written permission from AT&T.
- 20.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to AT&T's end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of AT&T Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as

accurate and complete as BellSouth's own listings or those of its Affiliates.

- 20.1.3 Reserved Rights. AT&T reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges AT&T a rate for inclusion of AT&T's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

20.2 Directory Listings Database

- 20.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, AT&T and any other carrier for whom BellSouth has agreed to publish Directory Listings. AT&T and BellSouth shall cooperate to ensure that Directory Listing information relating to AT&T end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise AT&T as soon as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to AT&T.

- 20.2.2 Third Party Access to Directory Listings Database. AT&T authorizes BellSouth to provide Directory Listings of AT&T end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

- 20.2.3 Co-operation. AT&T and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an AT&T end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, AT&T and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

21. Insurance Requirements

- 21.1 At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

22. Costs

- 22.1 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 obligations under this Agreement.

23. Disaster Recovery

- 23.1 The Parties will negotiate within six (6) months of the Effective Date of this Agreement a Disaster Recovery Plan.

24. Miscellaneous

- 24.1 Delegation or Assignment

- 24.1.1 BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void. In no event shall BellSouth require that this Agreement be assigned to an Affiliate to AT&T in order for such Affiliate to order Interconnection, Network Elements or services hereunder.

- 24.2 Transfer of Exchanges **[DELETED]**

- 24.3 Subcontracting

24.3.1 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

24.4 Nonexclusive Remedies

24.4.1 Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

24.5 No Third-Party Beneficiaries

24.5.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

24.6 Referenced Documents

24.6.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement.

24.7 **Applicable Law**

24.7.1 **The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the**

Parties shall be governed by the laws of the State of Georgia other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

24.8 Amendments or Waivers

24.8.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

24.9 Severability

24.9.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.10 Entire Agreement

24.10.1 This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

24.11 Survival of Obligations

24.11.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information,

limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

24.12 Executed in Counterparts

24.12.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

24.13 Headings of No Force or Effect

24.13.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

24.14 Notice of Network Changes

24.14.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to AT&T of any network change that will affect AT&T's performance or ability to provide service or that will affect BellSouth's interoperability with AT&T. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et seq.

24.15 Court Ordered Requests for Call Detail Records and Other Subscriber Information

24.15.1 To the extent technically feasible, BellSouth maintains call detail records for AT&T end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for AT&T end users for the same length of time it maintains such information for its own end users.

24.15.2 AT&T agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to AT&T end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.15.3 Where BellSouth is providing to AT&T telecommunications services for resale or providing to AT&T the local switching function, then AT&T agrees that in those cases where AT&T receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, if AT&T does not have the requested information, AT&T

will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.15.4 In all other instances, AT&T will provide AT&T end user and/or other customer information that is available to AT&T in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T.

24.16 Filing of Agreement

24.16.1 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

24.17 Other Proceedings

24.17.1 Upon written request by AT&T, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47 U.S.C. § 271 thereunder. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within sixty (60) days after receipt of the request from AT&T, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body. AT&T's rights pursuant to this Section 4.2 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to AT&T under this Agreement.

25. **Reservation of Rights**

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise

challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF
THE SOUTH CENTRAL STATES, INC.
AND TCG OHIO

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: _____
Gregory P. Terry
Vice President
Local Services and
Access Management

By: _____
Jerry D. Hendrix
Sr. Director
Wholesale Pricing Operations

Date: _____

Date: _____

Attachment 1

Resale

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RESALE

1 Discount Rates

- 1.1 The discount applied to AT&T's purchase of BellSouth Telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by AT&T. Such discount shall reflect the costs attributable to any marketing, billing, collection and other costs avoided by BellSouth as specified in the Act, by the FCC and the appropriate state public service commission.

2 Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY ("CLEC") means a telephone company certificated by the public service commission to provide local exchange service.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.
- 2.3 DEPOSIT means assurance provided by a Customer of Record in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 RESALE means an activity wherein a CLEC, such as AT&T, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3 General Provisions

- 3.1 At the request of AT&T and pursuant to the requirements of the Act, AT&T may resell the telecommunications services of BellSouth that BellSouth provides at retail to subscribers who are not telecommunications carriers,

subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. AT&T may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

- 3.1.1 AT&T must resell services to other end users;
- 3.1.2 AT&T must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 7 of this Agreement, incorporated herein by this reference; and
- 3.1.3 AT&T cannot be a CLEC for the single purpose of selling to itself.
- 3.2 The provision of services by BellSouth to AT&T does not constitute a joint undertaking for the furnishing of any service.
- 3.3 AT&T will be the Customer of Record for all telecommunications services purchased from BellSouth for the purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from AT&T for said services.
- 3.4 AT&T will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of AT&T.
- 3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.7 Current telephone numbers may normally be retained by end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. AT&T has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with

such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.

- 3.8 For the purpose of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with an on line access to telephone numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.11 BellSouth accepts no responsibility to any person for any unlawful act committed by AT&T or its end users as part of providing service to AT&T for purposes of resale or otherwise.
- 3.12 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.12.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
 - 3.12.2 Impair the privacy of any communications.
- 3.13 If AT&T utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, AT&T has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to AT&T remain the property of BellSouth.
- 3.15 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.16 BellSouth provides electronic access to customer record information pursuant to Section 2 of Attachment 6, incorporated herein by this reference. Customer record information includes customer specific

information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). AT&T agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that AT&T will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.

- 3.17 All costs incurred by BellSouth to develop and implement the electronic interfaces shall be recovered from CLECs who utilize the services, unless otherwise ordered by the Commission. Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requirements for resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3.18 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDIE")
 - Simplified Message Desk Interface ("SMDI")
 - Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- 3.19 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package, available on BellSouth's website, shall be made available for resale without the wholesale discount.
- 3.20 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 If AT&T requests a special assembly, AT&T agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to AT&T prior to providing the service. Such costs

could include both recurring and non-recurring charges and shall exclude any costs attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to AT&T.

- 3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2.5 of Attachment 5, incorporated herein by this reference.
- 3.23 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes.
- 3.24 BellSouth shall provide 911/E911 for AT&T end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate AT&T end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

- 3.25 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.
- 3.26 Pursuant to 47 CFR Section 51.617, BellSouth will bill AT&T end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 3.27 In general, BellSouth will not become involved in disputes between AT&T and AT&T's end users over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, AT&T shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with AT&T to resolve the matter in as timely a manner as possible. AT&T may be required to submit documentation to substantiate the claim.

4 BellSouth's Provision of Services to AT&T

- 4.1 AT&T agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by AT&T to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. AT&T shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.
- 4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.
- 4.1.6 BellSouth will provide AT&T will at least the capability to provide an AT&T end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures.
- 4.2 **CLASS and Custom Features Requirements**
- 4.2.1 AT&T may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.
- 4.3 **Voluntary Federal Customer Financial Assistance Programs**
- 4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from AT&T, BellSouth shall forward available information regarding such end user's

eligibility to participate in such programs to AT&T, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

4.4 Hospitality Service

4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

4.5 Blocking Service

4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

4.6 Routing to Directory Assistance, Operator and Repair Services

4.6.1 BellSouth shall make available to AT&T the ability to route calls utilizing the customized or compatible signaling protocol:

4.6.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by AT&T end users directly to the AT&T directory assistance services platform;

4.6.1.2 Local operator services calls (0+, 0-) dialed by AT&T end users directly to the AT&T local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

4.6.1.3 Repair calls (e.g., 611) dialed by AT&T end users directly to the AT&T repair center.

4.6.2 All routing shall permit AT&T end users to dial the same telephone numbers for AT&T directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.

4.6.2.1 BellSouth branding is the default service level.

4.6.2.2 Unbranding, custom branding, and self branding require AT&T to order customized routing for each originating BellSouth end office identified by

AT&T. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by this reference.

4.6.2.3 Customer branding and self branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference.

4.6.2.4 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "no announcement."

4.7 **Busy Line Verification and Emergency Line Interrupt**

4.7.1 Where BellSouth does not route operator services traffic to AT&T's platform, BellSouth shall perform BLV/ELI for AT&T on resold BellSouth lines. Where BellSouth routes operator services traffic to AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T operators.

4.8 **Directory Assistance and Operator Services**

4.8.1 Where BellSouth provides directory assistance service on behalf of AT&T, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by AT&T, BellSouth will provide AT&T directory assistance service under the AT&T brand. Where not technically feasible, such calls will be unbranded.

4.8.2 Where BellSouth provides operator services on behalf of AT&T, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.

4.8.3 Upon request, BellSouth agrees to provide AT&T operator services branded as an AT&T call. Where not technically feasible, such calls will be unbranded.

4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T end users:

4.8.4.1 Instant credit on calls, as provided to BellSouth end users; and

4.8.4.2 Routing of calls to AT&T when requested via existing Operator Transfer Service ("OTS").

5 **Maintenance of Services**

5.1 AT&T and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding between AT&T and BellSouth dated February 3, 1997, or as amended, incorporated herein by this reference, regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.

5.3 AT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.4 BellSouth will bill AT&T for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail end users for the same services.

5.5 BellSouth reserves the right to contact AT&T's end users on AT&T's behalf, if deemed necessary, for maintenance purposes.

5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) provide AT&T supplied telephone numbers to callers who inquire about AT&T services or products; (iii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iv) do not provide information about BellSouth products or services.

6 **Annoyance Calls**

6.1 BellSouth will continue to process calls made to the annoyance call center and will advise AT&T when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be

indemnified, defended and held harmless by AT&T and/or the end user against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

7 Line Information Database ("LIDB")

7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

8 RAO Hosting

8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

9 Optional Daily Usage File ("ODUF")

9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

10 Enhanced Optional Daily Usage File ("EODUF")

10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by AT&T for the purposes of resale to AT&T end users shall be available at the following discount off of the retail rate. If AT&T cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

<u>DISCOUNT*</u>			
<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When AT&T provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if AT&T provides its own operator services and directory services, the discount shall be 21.56%. AT&T must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

RATES FOR INTERFACE TO OPERATIONAL
SUPPORT SYSTEMS

BellSouth has developed and made available the following mechanized systems by which AT&T may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	<u>Electronic</u> Per LSR received from AT&T by one of the interactive electronic interfaces	<u>Manual</u> Per LSR received from AT&T by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	\$3.50	\$19.99
USOC	SOME C	SOMAN

Note: In addition to the electronic interface charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE

In the event AT&T provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

Note: Supplements or clarifications to a previously billed LSR will not incur another electronic interface charge.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch SM Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 6
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch SM Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- (Georgia) CSAs are available for resale at the same terms and conditions offered to BellSouth's customers.
- Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, AT&T is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, AT&T shall purchase

BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. AT&T is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that AT&T may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.

- 5 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.
- 6 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

Customized routing, per unique line class code, per request, per switch	USOC	Kentucky
NRC	USRCR	\$229.65
NRC – Manual Service Order		

Transmittal Cover Sheet for Pate Exhibit RMP-17

This sheet transmits the
CCP Document, Version 2.0, with AT&T's Proposed Changes
which consists of 70 pages.

ATTACHMENT 2

NETWORK ELEMENTS AND COMBINATIONS

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NETWORK ELEMENTS AND COMBINATIONS

1. Introduction

- 1.1** This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.
- 1.2** BellSouth agrees to provide to AT&T access to and AT&T agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

2. Network Elements and Combinations

- 2.1** Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signaling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.
- 2.2** BellSouth shall provide to AT&T for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.
- 2.3** BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided to AT&T by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by AT&T that is

technically feasible. Any request by AT&T to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 2.4 BellSouth will provide Network Elements and Combinations to AT&T via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. AT&T, at its option, may designate other interfaces using the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 2.5 AT&T may use one or more Network Elements and Combinations to provide to itself, its affiliates and to AT&T end users any feature, function, capability or service option that such Network Elements and Combinations are technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.
- 2.6 In addition to Combinations furnished by BellSouth to AT&T hereunder, BellSouth shall permit AT&T to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T end users.
- 2.7 Except upon request by AT&T, BellSouth shall not separate requested Network Elements that BellSouth currently combines.
- 2.7.1 **For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. BellSouth will make available new, not Currently Combined EELs, combinations of Loops and transport Network Elements, in density zone 1 of the Miami, Orlando, and Ft. Lauderdale, FL; Charlotte and Greensboro, NC; New Orleans, LA; and Nashville, TN, MSAs at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference. [BellSouth's proposal.]**
- 2.8 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal

cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides Combinations to AT&T, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements.

2.9 The nonrecurring rates set forth in Exhibit A of this Attachment 2 are for Currently Combined Network Elements. [BellSouth's proposal.]

2.10 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

2.11 Special Access Service Conversions [BellSouth's proposal]

2.11.1 AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

2.11.1.1 AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one

BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry one hundred percent (100%) interstate access traffic; or

2.11.1.2 AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop-transport combination have at least five percent (5%) local voice traffic individually, and the entire loop facility has at least ten percent (10%) local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

2.11.1.3 The requesting carrier certifies that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty percent (50%) of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least thirty-three percent (33%) local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

2.11.2 In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 2.11.1 above. In such case, AT&T may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon AT&T's request the

Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

- 2.11.3 BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, A T&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.
- 2.11.4 Conversions are subject to the termination provisions in the applicable contracts or tariffs.
- 2.11.5 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.11.6 Conversion of Service As Is
 - 2.11.6.1 AT&T may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, AT&T may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. AT&T may consolidate onto a single LSR, up to four end user accounts to a single Account telephone Number where the accounts are for the same end user and are the same service type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.

2.12 Standards for Network Elements

- 2.12.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 2.12.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2.12.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to AT&T shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed service quality measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 2.12.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of AT&T to offer a telecommunications service in the manner AT&T intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

3. Local Loops

3.1 Definition

- 3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end user's premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
- 3.2 The provisioning of service to AT&T will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in Collocation Space.

These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference.

- 3.3 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever AT&T requests, whether or not BellSouth offers advanced services to the end user on that loop.
- 3.3.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 3.3.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.
- 3.4 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow AT&T the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.
- 3.5 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").
- 3.5.1 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to AT&T, and will be provided with order coordination ("OC"). The OC feature will allow AT&T to coordinate the installation of the loop with the disconnect of an existing end user's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 3.5.2 AT&T will be responsible for isolating troubles on SL2 loops. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

- 3.5.3 If AT&T reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.6 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
 - 3.6.1 AT&T will be responsible for isolating troubles on UDL. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.
 - 3.6.2 If AT&T reports a trouble on a UDL and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.7 In addition to the UVLs and UDLs, BellSouth shall make available an UCL. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when AT&T wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
 - 3.7.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.
 - 3.7.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. AT&T may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of AT&T's choosing. AT&T will determine the type of service that will be provided over the loop.
 - 3.7.3 BellSouth shall only be obligated to maintain copper continuity and provide balance to ground relative to tip and ring on UCL.

- 3.7.4 The UCL shall be provided to AT&T in accordance with BellSouth's Technical Reference 73600.
- 3.8 Provisioning and Coordinated Cutovers
 - 3.8.1 Section 3.8 contains the initial coordination procedures that the Parties agree to follow when AT&T orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 3.8.4 below.
 - 3.8.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.
 - 3.8.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a SL2 local loop (as that term is defined in Section 3.8.3.1.3 below) provided by BellSouth to AT&T with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).
 - 3.8.1.3 AT&T shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).
 - 3.8.2 Ordering
 - 3.8.2.1 AT&T shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. AT&T may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. AT&T shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in

Section 3.8.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 3.8.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." AT&T shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. AT&T will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 3.8.2.2 below.

- 3.8.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, AT&T shall rely on the time requested on the LSR.
- 3.8.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
 - 3.8.2.2.1 Monday – Friday: 8:00 a.m. – 5 :00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
 - 3.8.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
 - 3.8.2.2.3 The above hours are defined as the time of day where the work is being performed.
 - 3.8.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing AT&T support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
 - 3.8.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours as defined in Section 3.8.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.

- 3.8.2.2.6 AT&T will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, AT&T will pay overtime charges subject to the provisions of Section 3.8.2.2.5 above, where AT&T requests a time specific conversion which based on the completion intervals outlined in Section 3.8.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 3.8.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.
- 3.8.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T for the current view of the LSR.
- 3.8.2.2.8 BellSouth shall provide AT&T real-time, electronic access to its LFACS system in the pre-ordering phase to allow AT&T (1) to access loop makeup in accordance with attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the Change Control Process Guidelines outlined in Attachment 7, Exhibit A, incorporated herein by this reference. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 3.8.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 3.8.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 3.8.2.2.8 above. Upon facility assignment validation by AT&T and upon receipt of AT&T's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an AT&T LSR is in conflict with BellSouth records. .
- 3.8.2.2.10 Both parties agree that post FOC clarifications should not occur, provided AT&T checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 3.8.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and AT&T will

investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 3.8.4 below.

- 3.8.2.2.11 BellSouth and AT&T will work cooperatively to ensure data base integrity is achieved between AT&T and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T requests for cancellation of local service requests in a time frame that allows AT&T to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to AT&T in accordance with Section 3.8.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spread sheet. Once access to LFACS is provided to AT&T, in accordance with Section 3.8.2.2.8 above, AT&T agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.
- 3.8.2.2.12 BellSouth will provide AT&T with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and AT&T will work jointly to identify and resolve any discrepancies between BellSouth and AT&T databases containing the CFA assignments.
- 3.8.2.3 Firm Order Commitment ("FOC")
- 3.8.2.3.1 Pursuant to Section 3.8.2.1 above, for purposes of this Section, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.
- 3.8.2.3.2 For the initial LSR, BellSouth should not provide AT&T with either a request for clarification or a reject message after BellSouth provides AT&T a FOC, except as outlined in Section 3.8.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 3.8.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 3.8.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 3.8.3 Provisioning
 - 3.8.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to AT&T.
 - 3.8.3.1.1 Upon receipt of the FOC pursuant to Section 3.8.2.3.1, AT&T shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
 - 3.8.3.1.2 Excluding facility shortages acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than 3 business days from the original requested date.
 - 3.8.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) AT&T will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) AT&T will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and AT&T will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of attachment 9 and incorporated herein by this reference.
 - 3.8.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to AT&T or AT&T's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 3.8.3.2 Upon receipt of the FOC, AT&T and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 3.8.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to AT&T, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
- 3.8.3.2.1.1 Pending Facilities Order ("PF") status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 3.8.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify AT&T as soon as the order is placed in PF status in accordance with Section 3.8.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide AT&T estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
- 3.8.3.2.2 AT&T shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to AT&T. In addition, an AT&T representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the AT&T agent is ready to receive and record information provided by BellSouth.
- 3.8.3.2.3 In the event BellSouth does not find dial tone on the AT&T side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify AT&T. AT&T shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the AT&T technician finds no trouble on the AT&T side when testing, AT&T will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an AT&T

technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that AT&T will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 3.8.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

- 3.8.3.2.4 Troubles referred to AT&T as referenced in Section 3.8.3.2.3 above will be repaired by the AT&T technician, if necessary. Unless AT&T notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. AT&T agrees that BellSouth may rely on the lack of such notification to mean that AT&T believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. AT&T shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, AT&T dial tone is not detected on the BellSouth collocation pair and AT&T and BellSouth agree that the problem is due to AT&T and cannot be resolved within 15 minutes, AT&T will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If AT&T is unable to correct the repair within 15 minutes, AT&T may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 3.8.4.1 below will be applied
- 3.8.3.3 AT&T will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.
- 3.8.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by AT&T for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at [24-48] notifying AT&T with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent

back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within 15 minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise AT&T that it will not. If BellSouth advises AT&T that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 3.8.3.1.3 above.

- 3.8.3.3.2 BellSouth will advise AT&T, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by AT&T.
- 3.8.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 3.8.3.4 Due Date Activities
 - 3.8.3.4.1 The Unbundled Network Element Center ("UNEC") will call AT&T to ensure AT&T's readiness to complete the conversion as scheduled.
 - 3.8.3.4.2 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify AT&T dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the AT&T collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify AT&T dial tone and ensure the correct number is delivered to the BellSouth cable pair.
- 3.8.3.5 Activities After Hot Cut
 - 3.8.3.5.1 The UNEC will then advise AT&T via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 3.8.3.2.2 above, and allow AT&T to accept or reject the service. BellSouth shall work cooperatively with AT&T to correct any problems associated with

the conversion of the service which might result in AT&T's rejection of the service.

- 3.8.3.5.2 If BellSouth fails to contact AT&T after the hot cut and in accordance with the Cut Complete Call stated in Sections 3.8.3.5.1 and 3.8.3.2.2 above (number stated in the "ImpCon" Field of the AT&T LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 3.8.3.1.3 above.
- 3.8.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 3.8.3.5.1 above has been made:
 - 3.8.3.5.3.1 If the call is received by AT&T prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;
 - 3.8.3.5.3.2 If AT&T requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
 - 3.8.3.5.3.3 If the call is received by AT&T after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;
 - 3.8.3.5.3.4 If BellSouth does not receive verbal acceptance by AT&T pursuant to the above conditions, BellSouth will deem the conversion accepted by AT&T.
- 3.8.3.5.4 BellSouth and AT&T reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 3.8.4 below.
- 3.8.3.6 Loop Cut-Over Timing
 - 3.8.3.6.1 BellSouth shall complete the loop cut-over step and notify AT&T of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion:
loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.
 - 3.8.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.

- 3.8.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than 30 will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
- 3.8.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.8.3.6.1 above and notify AT&T of such completion in accordance with Section 3.8.3.5.1 above, AT&T may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.
- 3.8.3.7 Completion Notice
 - 3.8.3.7.1 BellSouth shall send AT&T completion notices when the LSRs are submitted electronically. If submitted manually, AT&T may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 3.8.4 Process Improvement
 - 3.8.4.1 Within seventy-five (75) calendar days of the Effective Date, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Section. Such process shall be implemented by the parties 30 calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Section. Each improvement negotiated by the Parties must be documented in an attachment to the initial procedures as mutually agreed by the Parties.
 - 3.8.4.2 In the event that the Parties are unable to enter into the improvement method contemplated in Section 3.8.4.1 above within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.
- 3.8.5 New Loop Provisioning – “Loop Only”

- 3.8.5.1 BellSouth will provision new loops at intervals outlined in the Products and Service Interval Guide.
- 3.8.5.2 BellSouth will perform pre-service testing to ensure AT&T dial tone and telephone number is delivered to the BellSouth loop.
- 3.8.5.3 If AT&T dial tone is not detected during pre-service testing, BellSouth will notify AT&T and will continue with the provisioning process assuming that AT&T will correct the problem prior to the due date.
- 3.8.5.4 AT&T will deliver dial tone and telephone number to the AT&T collocation point 48 hours prior to the due date.
- 3.8.5.5 BellSouth and AT&T will notify either party if the due date cannot be met for any reason.
- 3.8.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
- 3.8.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outline in TR 73600.
- 3.8.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by AT&T to the NID. Testing requested by AT&T to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by AT&T and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.
- 3.9 Technical Requirements
 - 3.9.1 BellSouth shall offer Loops capable of providing the following:
 - 3.9.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;
 - 3.9.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex.;

- 3.9.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;
- 3.9.1.4 AT&T will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;
- 3.9.1.5 ADSL-capable Loop – an ADSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to RRD guidelines and is expected to support ADSL service;
- 3.9.1.6 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDLS-capable Loop provided by BellSouth is designed to CSA guidelines and is expected to support HDSL service;
- 3.9.1.7 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code and may terminate on a smart jack; and
- 3.9.1.8 UCL is a dry copper Loop, not intended to support any particular telecommunications service. UCL Loops are offered pursuant to Section 3.7 of this Attachment 2. The UCL is available with a no signaling option.
- 3.9.2 The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of the FCC. At such time, the Parties will amend these provisions to reflect their agreement.**
- 3.9.2.1 In cases in which AT&T has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.**

3.9.2.2 AT&T, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to AT&T's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. AT&T will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

3.9.2.3 In addition, AT&T recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that AT&T has placed on the loop. If this occurs, BellSouth will work cooperatively with AT&T to restore the circuit to its previous modified status as quickly as possible. AT&T will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status. [BellSouth's proposal.]

3.10 Line Sharing

3.10.1 BellSouth shall provide AT&T access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide AT&T with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.10.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow AT&T's the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. AT&T shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. AT&T shall provision xDSL

service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

- 3.10.3** The following loop requirements are necessary for AT&T to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and AT&T shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in Section 4.0. BellSouth will condition loops to enable AT&T to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for AT&T if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and AT&T shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If AT&T requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, AT&T shall pay for the loop to be restored to its original state.
- 3.10.4** AT&T's meet point is the point of termination for AT&T at the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the AT&T's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the AT&T's xDSL equipment in AT&T's collocation space.
- 3.10.5** AT&T shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.
- 3.10.6** PROVISIONING OF THE HIGH FREQUENCY SPECTRUM AND SPLITTERS
- 3.10.6.1** BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

- 3.10.6.1.1** BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, AT&T and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of AT&T's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and AT&T will reevaluate this forty-two (42) day interval on or before August 1, 2000.
- 3.10.6.1.2** On or after June 6, 2000, once a splitter is installed on behalf of AT&T in a central office, AT&T shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 3.10.6.2** BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AT&T access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide AT&T with a carrier notification letter at least 30 days before of such change and shall work collaboratively with AT&T to select a mutually agreeable brand of splitter for use by BellSouth. AT&T shall thereafter purchase ports on the splitter as set forth more fully below.
- 3.10.6.3** BellSouth will install the splitter in (i) a common area close to the AT&T collocation area, if possible; or (ii) in a BellSouth relay rack as close to the AT&T DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified AT&T DS0 at such time that a AT&T end user's service is established.

- 3.10.6.4** The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase a full stand-alone loop unbundled network element.
- 3.10.6.5** AT&T and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios.
- 3.10.6.6** Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.10.6.7** To order the High Frequency Spectrum of a particular loop, AT&T must have a DSLAM collocated in the central office that serves the end-user of such loop.
- 3.10.6.8** BellSouth will provide AT&T the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 3.10.6.9** BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

 - 3.10.6.9.1** For 1-5 lines at the same address within three (3) business days from the receipt of the FOC; 6-10 lines at same address within 5 business days from the receipt of the FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and AT&T will re-evaluate these intervals on or before August 1, 2000.
 - 3.10.6.9.2** AT&T will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum.
- 3.10.7** **MAINTENANCE AND REPAIR**

- 3.10.7.1** AT&T shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. AT&T may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.10.7.2** BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point in the central office. AT&T will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.10.7.3** If the problem encountered appears to impact primarily the xDSL service, the end user should call AT&T. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 3.10.7.4** BellSouth and AT&T will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which AT&T has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
- 3.10.7.5** The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 3.10.7.6** If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 3.10.7.7** In the event AT&T's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify AT&T and allow twenty-four (24) hours to cure the trouble. If AT&T fails to resolve the trouble, BellSouth

may discontinue AT&T's access to the High Frequency Spectrum on such loop.

3.10.8 PRICING

3.10.8.1 BellSouth and AT&T agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

3.10.8.2 BellSouth and AT&T enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or AT&T may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or AT&T may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or AT&T might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide AT&T with access to the High Frequency Spectrum. The rates set forth in Exhibit A are interim rates and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

3.10.8.3 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

3.10.8.4 BellSouth shall make available to AT&T any agreement for the High Frequency Spectrum entered into between BellSouth and any other AT&T that has been filed and approved by a public Service Commission. If AT&T elects to adopt such agreement, AT&T shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement. [BellSouth's proposal.]

3.11 Integrated Digital Loop Carriers

3.11.1 If AT&T requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing copper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit AT&T to order a Loop and to provide AT&T with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

3.11.2 **[DELETED]**

4. Network Interface Device ("NID")

4.1 Definition. The NID is defined as any means of interconnection of end user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.2 BellSouth shall permit AT&T to connect AT&T's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.

4.3 Access to Network Interface Device

- 4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by any of the following means:
- 4.3.1.1 BellSouth shall allow AT&T to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.
- 4.3.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 4.3.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 4.3.1.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 4.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors without adhering to state regulatory requirements and without providing prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection (if applicable) and to maintain the physical integrity of the NID. The Party disconnecting the loop will hold BellSouth harmless for any liability associated with removal of the BellSouth loop from the BellSouth NID and the disconnecting Party will assume full liability for its actions and for any adverse consequences that may result. Furthermore, it shall be the responsibility of the disconnecting Party to reconnect the disconnected loop to a nationally-recognized-testing-laboratory-listed station protector which has been grounded as per Article 800 of the National Electrical Code within the NID. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If the disconnecting party does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID as a chargeable option.

- 4.3.3 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.
- 4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.
- 4.3.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with AT&T to develop specific procedures to establish the most effective means of implementing this section.
- 4.3.6 Technical Requirements
 - 4.3.6.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to AT&T's NID, and shall maintain a connection to ground.
 - 4.3.6.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.
 - 4.3.6.3 Where a BellSouth NID exists, it is provided in its "as is" condition. AT&T may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth Tariff.
 - 4.3.6.4 When AT&T deploys its own local loops with respect to multiple-line termination devices, AT&T shall specify the quantity of NID connections it requires within such device.

5. Subloops

5.1 Definitions

- 5.1.1 Subloop. The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, ("NID") the minimum point of entry, ("MPOE") the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface ("FDI").

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R. § 68.3, including the loop plant near the end user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

5.2 Subloop Distribution

5.2.1 Definition

5.2.1.1 Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user's point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device ("NID"), a minimum point of entry ("MPOE"), or single point of interconnection ("SPOI") on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

5.2.1.2 Subloop Distribution will be copper twisted pair.

5.2.1.3 If AT&T requests a copper twisted distribution pair and it is not available, AT&T may use the Special Construction process to determine the cost of providing the copper facilities.

5.2.2 Requirements for Subloop Distribution

5.2.2.1 Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.

5.2.2.2 BellSouth will provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference.

- 5.2.2.3** **BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.**
- 5.2.2.4** **Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section ____ of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.**
- 5.2.2.5** **Single Unit & Multiunit Installation**
- 5.2.2.5.1** **In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of copper facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.**
- 5.2.2.5.2** **In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, access to Sub-Loop Distribution shall be provided to AT&T either by Unbundled Sub-Loop Distribution ("USL-D"), Unbundled Sub-Loop Intra-building Network Cable ("USL-INC") or Unbundled Network Terminating Wire ("UNTW") as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment.**
- 5.2.2.6** **Unbundled Sub-loop – Distribution ("USL-D"). USL-D is the Subloop element which includes the facility from a cross-connect device in the field (i.e., terminal block or cross connect panel) on the end user side of a Feeder Distribution Interface ("FDI"), or any other interconnection point in between these points, to the end user's point of demarcation.**
- 5.2.2.6.1** **Where AT&T has requested access to the USL-D, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity is sufficient to meet AT&T's request, BellSouth will perform the set-up work to connect AT&T's cable pairs within the cross-connect device. AT&T will then deliver its feeder facility cable to the BellSouth cross-connect device in the field. AT&T's cable will be connected, by a BellSouth technician, to a cross-connect panel within BellSouth's cross-connect device.**
- 5.2.2.6.2** **Once the set-up work has been completed, AT&T may order the USL-D pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth**

technician will then connect the ordered USL-D pairs to AT&T's cable pairs within the BellSouth cross-connect device.

- 5.2.2.6.3** If existing capacity is not sufficient to accommodate AT&T's request for USL-D, and work must be done to modify existing BellSouth facilities or add new facilities, AT&T may use BellSouth's Special Construction ("SC") process to determine additional costs required to provision the USL-D. AT&T will then have the option of paying the SC charges to modify the BellSouth facilities.
- 5.2.2.7** **Unbundled Sub-Loop-Intrabuilding Network Cable ("USL-INC") (a/k/a riser cable).** USL-INC is the distribution facility inside a building or between buildings on the same premises (continuous property not separated by a public street or road) and is on BellSouth's side of the demarcation point. INCs are used to distribute network access facilities to equipment rooms (wiring closet), cross-connection or other distribution point on which connection is made with customer premises wiring. Sub-Loop-INC will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 5.2.2.7.1** Where AT&T has requested access to the USL-INC, BellSouth will determine if it is technically feasible to place the required facilities. If existing capacity and space is sufficient to meet AT&T's request, BellSouth will perform the set-up work. BellSouth will provide and install a cross-connect panel for the purpose of providing AT&T access to the USL-INC pairs. The cross-connect panel will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for AT&T's use on this cross-connect panel. AT&T will be responsible for connecting its facilities to the 25 pair cross-connect block(s).
- 5.2.2.7.2** Once the set-up work has been completed, AT&T may order USL-INC pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the requested USL-INC pairs on the cross-connect block and AT&T will have access to the requested USL-INC pairs to connect to its facilities.
- 5.2.2.8** **Unbundled Network Terminating Wire ("UNTW").** UNTW is twisted-pair copper wire that extends from the BellSouth Garden Terminal or Wiring Closet at the point of termination of BellSouth's loop distribution facilities to the end-user's point of

demarcation. UNTW is the final portion of the loop owned by BellSouth.

5.2.2.9 Requirements

- 5.2.2.9.1** On a multi-unit premises where BellSouth owns the network terminating wire, and by request of AT&T, BellSouth will construct an Access Terminal at each Garden Terminal or in a Wiring Closet location that is suitable for use by multiple carriers. In a Multi-Dwelling Unit ("MDU"), UNTW pairs at each Access Terminal location will be connected to the Access Terminals. AT&T will be required to deliver and connect its central office facilities to this Access Terminal. AT&T is responsible for obtaining the property owner's permission for BellSouth to install the Access Terminals. AT&T may access any available pair on an Access Terminal unless BellSouth is using the pair to concurrently provide service. Prior to connecting AT&T service on a pair previously used by BellSouth, AT&T is responsible for ensuring the end-user is no longer using BellSouth service before it accesses the UNTW pairs.
- 5.2.2.9.2** In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW if NTW is not available to provision the services of AT&T.
- 5.2.2.9.3** BellSouth will only provide access to UNTW where BellSouth provides the wiring all the way to the end-user's premises.
- 5.2.2.9.4** The non-recurring and recurring charges for accessing the UNTW pairs set forth in Exhibit A to this Attachment shall apply at the time AT&T activates the pairs. Once AT&T has accessed a UNTW pair to serve its end user, AT&T shall submit a Local Service Request ("LSR") form to BellSouth to report activation of that UNTW pair. AT&T may submit a single LSR to report multiple pairs on the same Access Terminal.
- 5.2.2.9.5** AT&T will be responsible for isolating and reporting UNTW repair problems to the UNE Center. AT&T must tag the UNTW pair that requires repair for BellSouth. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge AT&T for time spent on the dispatch and for time spent testing UNTW.

- 5.2.2.9.6** If AT&T or a third party service provider has not activated at least one UNTW pair on an Access Terminal installed pursuant to AT&T's request within six months of installation of the Access Terminal, BellSouth may bill AT&T a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 5.2.2.9.7** If BellSouth determines that AT&T is accessing UNTW pairs without reporting such access to BellSouth, BellSouth may take the following action:
 - 5.2.2.9.7.1** If AT&T has issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, AT&T will be billed for the usage of the pair back to the disconnect order date.
 - 5.2.2.9.7.2** If AT&T activated a UNTW pair on which BellSouth was not previously providing service, AT&T will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request from BellSouth, AT&T will provide copies of its billing records to substantiate such date. If AT&T fails to provide such records, then BellSouth will bill back to AT&T for the UNTW pairs, to the date of the Access Terminal installation.
- 5.2.2.9.8** Single Point of Interconnection
 - 5.2.2.9.8.1** If a single point of interconnection ("SPOI") is not available and upon Request from AT&T, BellSouth will install a SPOI at a multi-unit premises if it is technically feasible and where space allows. The SPOI should be suitable for use by multiple carriers. AT&T, as the requesting party, must obtain the property owner's permission for BellSouth to install additional facilities on AT&T's behalf.
 - 5.2.2.9.8.2** This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point.
 - 5.2.2.9.8.3** Rates for installing a SPOI will be determined on an individual case basis. [BellSouth's proposal.]
- 5.3** Subloop Concentration Multiplexing Functionality
 - 5.3.1** Where facilities permit, BellSouth will provide to AT&T the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.

5.3.2 Definition

5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier ("DLC") system, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the AT&T distribution media to the BellSouth feeder media. BellSouth's feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves "concentration," BellSouth and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

- 5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.
- 5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.
- 5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of AT&T's subloops to be concentrated onto multiple DS1s. System B will allow an additional 96 of AT&T's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 Feeder Interfaces will terminate to AT&T's Collocation Space within the BSWC that serves the RT where AT&T's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for AT&T's access to such Subloop Concentration Multiplexing Functionality.
- 5.3.3.9 If technically feasible, BellSouth shall provide AT&T access to the Subloop Concentration Multiplexing Functionality in response to a specific AT&T request. Otherwise, AT&T would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow AT&T's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.
- 5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

- 5.3.3.11 BellSouth shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.
- 5.3.3.12 At AT&T's option BellSouth shall provide AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Subloop Concentration Multiplexing Functionality.

5.4 Subloop Feeder

5.4.1 Definition

- 5.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central office. If technically feasible, BellSouth shall provide AT&T physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific AT&T request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and AT&T's equipment.

- 5.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

5.4.2 Requirements for Subloop Feeder

- 5.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.
- 5.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

- 5.4.3.1 In addition to requirements set forth in Section 5.4.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Subloop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.
- 5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder
 - 5.4.4.1 In addition to the requirements set forth in this Section and where available in the BellSouth network, AT&T may designate that the Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.
- 5.4.5 Additional Technical Requirements for Optical Subloop Feeder
 - 5.4.5.1 Where available in BellSouth's network AT&T may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference.). The requirements for such transport are defined in the applicable industry standard technical references.
- 5.4.6 Interface Requirements
 - 5.4.6.1 If AT&T desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination ("POT") will be as follows:
 - 5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;
 - 5.4.6.1.2 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and
 - 5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.
- 6. **Switching Capabilities**
 - 6.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 6.3 of this Attachment 2, to AT&T for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to AT&T for the provision of a telecommunications service only in the limited circumstance described in Section 6.6.9 of this Attachment 2.

- 6.2 Except as otherwise provided for herein, BellSouth shall not impose any restrictions on AT&T regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of BellSouth's network by BellSouth or any other telecommunications carrier.
- 6.3 Local Circuit Switching Capability, including Tandem Switching Capability.
- 6.3.1 Definition
- 6.3.1.1 Local Circuit Switching capability is defined as: (A) line-side facilities, which, include but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's end users, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to, customer calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; and (D) switching provided by remote switching module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 6.3.1.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for AT&T when AT&T serves end users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro/Winston-Salem/High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link ("EEL") throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 6.3.1.3 When BellSouth provides the local circuit switching, BellSouth will provide to AT&T, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for AT&T's PIC'ed toll

traffic in a two (2) PIC environment to an alternative OS/DA platform designated by AT&T or (iv) to a repair center. AT&T end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.

6.4 AIN Customized (Selective) Carrier Routing

6.4.1 BellSouth will provide AIN customized carrier routing at the request of AT&T. AIN customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls, to pre-selected destinations.

6.4.2 AT&T shall order AIN customized carrier routing through its Account Team. AIN customized carrier routing must first be established regionally and then on a per central office, per state basis.

6.4.3 AIN customized carrier routing is not available in DMS 10 switches.

6.4.4 Where AIN customized carrier routing is utilized by AT&T, the routing of AT&T's end user calls shall be pursuant to information provided by AT&T and stored in BellSouth's AIN customized carrier routing service control point database. AIN customized carrier routing shall utilize a set of line class codes ("LCCs") unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN customized carrier routing is established.

6.4.5 Upon ordering of AIN customized carrier routing regional service, AT&T shall remit to BellSouth the regional service order non-recurring charges set forth in Exhibit A of this Attachment, incorporated herein by this reference. There shall be a non-recurring end office establishment charge per office due at the addition of each central office where AIN customized carrier routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment, incorporated herein by this reference. For each AT&T end user activated, there shall be a non-recurring end user establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of this Section 6.4, incorporated herein by this reference. AT&T shall pay the AIN customized carrier routing per query charge set forth in Exhibit A of this Attachment, incorporated herein by this reference.

- 6.4.6 The regional service order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Customized Carrier Routing Order Request-Form A, Central Office AIN Customized Carrier Routing Order Request-Form B, AIN_SCR Central Office Identification Form-Form C, AIN_SCR Routing Options Selection Form-Form D, and Routing Combinations Table-Form E. BellSouth has thirty (30) days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to AT&T, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the regional service order payment must be paid when at least 90% of the central offices listed on the original order have been turned up for the service.
- 6.4.7 The non-recurring end office establishment charge will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.8 End user establishment orders will not be turned-up until the second payment is received for the regional service order. The non-recurring end user establishment charges will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.9 Additionally, the AIN customized carrier routing per query charge will be billed to AT&T following the normal billing cycle for per query charges.
- 6.4.10 All network components, unbundled switching, unbundled transport, etc., will be at the rates as set forth in Exhibit A of this Attachment 2.

6.5 Line Class Code Customized (Selective) Carrier Routing

- 6.5.1 In order for BellSouth to provide branded or unbranded Operator Services and/or Directory Assistance ("OS/DA"), any of three technologies may be elected by AT&T: (1) Selective Carrier Routing using the BellSouth Advanced Intelligence Network ("AIN") platform; (2) Selective Carrier Routing using a Line Class Code ("LCC") platform; or (3) Originating Line Number Screening ("OLNS"). Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1, and certain PBX services. AT&T may also elect to have BellSouth provision Alternative Operator Services Routing ("AOSR") to AT&T using AIN or LCC technologies. Currently OLNS is only an option for unbranded and custom branding in Georgia. BellSouth will make OLNS available to AT&T as it is rolled out in the remaining BellSouth region.

- 6.5.2 LCCs and the trunking arrangements required to implement AT&T's chosen technology and OS/DA routing options shall be ordered through the BellSouth Account Team. BellSouth shall provide AT&T with all of the appropriate ordering forms and written methods and procedures required to identify to BellSouth the entirety of AT&T's request.
- 6.5.3 For each request for selective carrier routing, AT&T shall provide the following information using the forms identified by BellSouth: AT&T shall identify the BellSouth end offices where it would like to offer end user service; describe each set of end user call blocking restrictions, each set of call routing instructions, and each class of service to be offered by AT&T; and provide a forecast of call volumes per NPA for each end office. BellSouth shall verify the Line Class Code capacity for the end offices identified by the AT&T. Within two weeks of receiving the request from AT&T, BellSouth shall notify AT&T in writing whether the Line Class Code and Selective Carrier Routing request can be satisfied.
- 6.5.4 BellSouth shall program the LCCs to meet AT&T's request in the end offices identified by AT&T. At the same time, BellSouth shall update all databases, including any look-up tables, necessary to accept and process AT&T-submitted LSRs as described in Section 6.5.16 of this Attachment 2.
- 6.5.5 The rates for Line Class Codes are set forth in Exhibit A of this Attachment 2. These charges include non-recurring charges to build and program each Line Class Codes in each end office.
- 6.5.6 AT&T-branded BellSouth OS/DA
- 6.5.6.1 Where BellSouth is providing local switching to AT&T and where BellSouth is providing AT&T-branded OS/DA through selective carrier routing using Line Class Code technology, AT&T's end user traffic is routed to a dedicated trunk group uniquely identified by LCC instructions.
- 6.5.6.2 If Line Class Code capacity exists within the end offices identified by the AT&T, and AT&T has requested AT&T-branded OS/DA, AT&T will order the required dedicated trunks from the desired BellSouth end office to the BellSouth TOPS Tandem. Separate trunk groups are required for Operator Services and for Directory Assistance. AT&T shall prepare and submit the appropriate forms to BellSouth, which shall review such documents and request any further information that may be necessary. AT&T shall verify and provide any information requested by BellSouth. After the determination made in Section 6.5.3

above, BellSouth will submit the appropriate documents to its internal organizations.

- 6.5.6.3 Following the determination made in Section 6.5.3 above, the BellSouth Account Team and AT&T will negotiate and establish the appropriate intervals based on the number of line class codes and end offices requested. The interval to provide dedicated trunking is approximately 45 calendar days for all trunks per end office where facilities are available. If LCCs have been requested for more than one end office in a single order, AT&T may request the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.
- 6.5.7 Unbranded OS/DA
 - 6.5.7.1 Where BellSouth is providing local switching to AT&T and where BellSouth is providing unbranded OS/DA through selective carrier routing using LCC technology, AT&T's end user traffic is routed to a trunk group(s) installed by BellSouth.
 - 6.5.7.2 If LCC capacity exists within the end offices identified by AT&T, BellSouth shall order the trunk groups necessary to carry the unbranded Operator Services traffic to each TOPs tandem. The interval for the installation of the trunk groups and associated LCCs shall be approximately 45 calendar days from the determination made in Section 6.5.3 above for each TOPS tandem. The number of trunks required shall be based upon the forecast of traffic volume received from AT&T and may affect the provisioning interval. A separate trunk group is required for Operator Assistance and for Directory Assistance. AT&T shall prepare and submit the appropriate forms to BellSouth, which shall review such documents and request any further information that may be necessary. AT&T shall provide and verify any information requested by BellSouth. After the determination made in Section 6.5.3 above, BellSouth will submit the forms to its internal organizations.
 - 6.5.7.3 The intervals from the determination made in Section 6.5.3 above shall be negotiated between the BellSouth Account Team and AT&T based on the number of line class codes and end offices requested. The interval for the installation of the trunks will be approximately 45 days for all trunks per end office where facilities are available. If LCCs have been requested for more than one end office in a single order, AT&T may request the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.
- 6.5.8 Routing to an Alternative Operator Services Provider

- 6.5.8.1 Where BellSouth is providing the local switching to AT&T and where AT&T is utilizing an Alternative Operator Services Provider through selective carrier routing using LCC technology, AT&T's end user traffic will be routed to a dedicated trunk group, which shall be provisioned in accordance with BellSouth's and the Alternate Operator Service Provider's requirements, from the desired BellSouth End Offices to the Alternative Operator Services Point of Interface.
- 6.5.8.2 If Line Class Code capacity exists within the end offices identified by AT&T and AT&T has requested an Alternate Operator Services Provider, AT&T end user traffic will be routed to a dedicated trunk group, which shall be provisioned in accordance with BellSouth's and the Alternative Operator Services Provider's requirements from the desired BellSouth end offices to the Alternative Operator Services Provider Point of Interface. AT&T shall prepare and submit the appropriate forms to BellSouth, which shall review such documents and request any further information that may be necessary. AT&T shall verify and provide any information requested by BellSouth. After the determination made in Section 6.5.3 above, BellSouth will submit the appropriate forms to its internal organizations.
- 6.5.8.3 The intervals from the determination made in Section 6.5.3 shall be negotiated between the BellSouth Account Team and AT&T based on the number of line class codes and end offices requested. If LCCs have been requested for more than one end office in a single order, AT&T may request the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.
- 6.5.8.4 Where AT&T is using an Alternative Operator Services Provider, AT&T may, at its option, order dedicated trunks between its Alternative Operator Services Provider's Point of Interface and the BellSouth Operator Services Platform. If AT&T elects to install said dedicated trunks, AT&T's Operators may provide verify busy line or line interruption services on numbers located in the BellSouth Switch at the rates set forth in Exhibit A to this Attachment 2.
- 6.5.8.5 Procedures for Selective Carrier Routing Customer-Specific Electronic LSR Ordering
- 6.5.8.5.1 All AT&T OS/DA calls originated from a customer in an end office where BellSouth is providing the local switching to AT&T and where AT&T has requested only a single customized OS/DA routing option, shall be routed to that option by BellSouth following the submission of AT&T's LSR without the need for AT&T to provide any indication of the routing on the LSR. BellSouth shall accept LSRs electronically.

- 6.5.8.5.2 OLNS may be ordered through the BellSouth Account Team.
- 6.6 Technical Requirements
 - 6.6.1 Local Switching shall be at least equal to the requirements for Local Switching set forth in the applicable industry standard technical references.
 - 6.6.2 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the AT&T Signaling System 7 ("SS7") network.
 - 6.6.3 BellSouth's local switch shall accept mutually agreeable AIN responses from the AT&T Service Control Point ("SCP") via SS7 network interconnection then continue call handling according to instructions contained in the response.
 - 6.6.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
 - 6.6.5 BellSouth shall activate service for an AT&T end user or network interconnection on any of the local circuit switching interfaces. This includes provisioning changes to change an end user from BellSouth's services to AT&T's services without loss of switch feature functionality as defined in this Agreement.
 - 6.6.6 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 mutually agreed upon schedule.
 - 6.6.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact local circuit switching.
 - 6.6.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
 - 6.6.9 BellSouth shall perform manual call trace and permit end user originated call trace.
 - 6.6.10 For local switching used as 911 Tandems, BellSouth shall allow interconnection from AT&T local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point ("PSAP").
 - 6.6.11 Special Services provided by BellSouth will include the following:

- 6.6.11.1 Essential service lines;
- 6.6.11.2 Telephone Service Prioritization;
- 6.6.11.3 Related services for handicapped;
- 6.6.11.4 Soft dial tone where required by law; and
- 6.6.11.5 Any other service required by law.
- 6.6.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 6.6.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 6.6.14 BellSouth shall provide performance data regarding an end user line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T. AT&T will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 6.6.15 BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:
 - 6.6.15.1 Off-Hook Immediate,
 - 6.6.15.2 Off-Hook Delay,
 - 6.6.15.3 Termination Attempt,
 - 6.6.15.4 3/6/10 Public Office Dialing Plan,
 - 6.6.15.5 Feature Code Dialing,
 - 6.6.15.6 Customer Dialing Plan.
- 6.6.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:

- 6.6.16.1 Private EAMF Trunk,
- 6.6.16.2 Shared Interoffice Trunk (EAMF, SS7),
- 6.6.16.3 N11,
- 6.6.16.4 Automatic Route Selection.
- 6.6.17 If an AT&T end user subscribes to AT&T provided voice mail and messaging services, BellSouth shall redirect incoming calls to the AT&T system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings) through dedicated trunks provided by AT&T. In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced ("SMDI-E") interface to the AT&T system. BellSouth shall support the Inter-switch Voice Messaging Service ("IVMS") capability.
- 6.7 **Tandem Switching**
 - 6.7.1 Definition
 - 6.7.1.1 The Tandem Switching Capability is defined as:
 - 6.7.1.1.1 Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;
 - 6.7.1.1.2 The basic switch trunk function of connecting trunks to trunks; and
 - 6.7.1.1.3 The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.
 - 6.7.1.2 BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made immediately available to AT&T.
 - 6.7.1.3 BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
 - 6.7.1.4 BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on BellSouth traffic

(e.g., BellSouth shall not block AT&T traffic and leave its traffic unaffected or less affected).

- 6.7.1.5 Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.
- 6.7.1.6 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 6.7.1.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

6.8 **Interface Requirements**

- 6.8.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 6.8.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 6.8.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 6.8.4 Tandem Switching shall interconnect with AT&T's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.

6.9 **Packet Switching**

- 6.9.1 Definition
 - 6.9.1.1 Packet Switching Capability. The packet switching capability Network Element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:
- 6.9.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

- 6.9.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 6.9.4 The ability to extract data units from the data channels on the loops, and
- 6.9.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 6.9.6 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 6.9.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 6.9.6.2 There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;
 - 6.9.6.3 BellSouth has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the AT&T obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and
 - 6.9.6.4 BellSouth has deployed packet switching capability for its own use.
- 6.9.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

7. Operator Service and Directory Assistance Service

- 7.1 **BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit A only where BellSouth does not offer to AT&T customized (selective) routing or compatible signaling protocol. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services. [BellSouth's proposal.]**

- 7.2 Operator Systems
 - 7.2.1 Definition
 - 7.2.2 Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.
 - 7.2.3 Operator Service
 - 7.2.3.1 Definition
 - 7.2.3.1.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt ("ELI"), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.
 - 7.2.3.2 Requirements
 - 7.2.3.2.1 When AT&T requests BellSouth to provide Operator Services, the following requirements apply:
 - 7.2.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
 - 7.2.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
 - 7.2.3.2.1.3 BellSouth shall process calls that are billed to AT&T end user's calling card that can be validated by BellSouth.
 - 7.2.3.2.1.4 BellSouth shall complete person-to-person calls.
 - 7.2.3.2.1.5 BellSouth shall complete collect calls.
 - 7.2.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
 - 7.2.3.2.1.7 BellSouth shall complete station-to-station calls.
 - 7.2.3.2.1.8 BellSouth shall process emergency calls.

- 7.2.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 7.2.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 7.2.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 7.2.3.2.1.12 BellSouth shall adhere to equal access requirements, providing AT&T local end users the same IXC access as provided to BellSouth end users.
- 7.2.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to AT&T that BellSouth provides for its own operator service.
- 7.2.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 7.2.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.
- 7.2.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to AT&T in accordance with CLEC ODUF standards specified in Attachment 6 of this Agreement, incorporated herein by this reference.

7.2.3.3 Interface Requirements

- 7.2.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of AT&T, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

7.2.4 Directory Assistance Service

7.2.4.1 Definition

- 7.2.4.1.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

7.2.4.2 Requirements

- 7.2.4.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by AT&T's end user, BellSouth

shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, AT&T may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

7.2.4.3 Directory Assistance Service Updates

7.2.4.3.1 BellSouth shall update end user listings changes daily. These changes include:

7.2.4.3.1.1 New end user connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.4.3.1.2 End user disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users; and

7.2.4.3.1.3 End user address changes: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users.

7.2.4.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.2.5 Branding for Operator Call Processing and Directory Assistance

7.2.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to AT&T end users using Directory Assistance ("DA")/Operator Call Processing ("OCP") prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows AT&T to have its calls custom branded with AT&T's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

7.2.5.2 BellSouth offers four service levels of branding to AT&T when ordering Directory Assistance and/or Operator Call Processing.

7.2.5.2.1 Service Level 1 - BellSouth Branding

7.2.5.2.2 Service Level 2 - Unbranded

7.2.5.2.3 Service Level 3 - Custom Branding

- 7.2.5.2.4 Service Level 4 - Self Branding (applicable only to AT&T for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 7.2.6 For Resellers and Use with an Unbundled Port
 - 7.2.6.1 BellSouth Branding is the Default Service Level.
 - 7.2.6.2 Unbranding, Custom Branding, and Self Branding require AT&T to order selective routing for each originating BellSouth end office identified by AT&T. Rates for Selective Routing are set forth in this Attachment.
 - 7.2.6.3 Customer Branding and Self Branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 7.2.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "No Announcement."
- 7.2.7 For Facilities Based Carriers
 - 7.2.7.1 All Service Levels require AT&T to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 7.2.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which AT&T requires service.
- 7.2.8 Directory Assistance customized branding uses:
 - 7.2.8.1 the recording of the name;
 - 7.2.8.2 the front-end loading of the Digital Recorded Announcement Machine ("DRAM") in each TOPS switch.
- 7.2.9 Operator Call Processing customized branding uses:
 - 7.2.9.1 the recording of the name;
 - 7.2.9.2 the front-end loading of the DRAM in the TOPS Switch;

- 7.2.9.3 the back-end loading in the audio units in the Automated Alternate Billing System ("AABS") in the Interactive Voice Subsystem ("IVS");
- 7.2.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service ("EBAS") in the Network Applications Vehicle ("NAV").
- 7.2.10 BellSouth will provide to AT&T purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. AT&T end users may use the same dialing arrangements as BellSouth end users, but obtain a AT&T branded service.

8. Interoffice Transmission Facilities

8.1 BellSouth shall:

- 8.1.1 Provide AT&T, upon request, exclusive use of interoffice transmission facilities dedicated to a particular end user or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 8.1.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that AT&T, upon request, could use to provide telecommunications services; and
- 8.1.3 Permit, to the extent technically feasible, AT&T, upon request, to connect such interoffice facilities to equipment designated by AT&T, including but not limited to, AT&T's collocated facilities.

8.2 Shared Transport

8.2.1 Definition

- 8.2.1.1 Shared Transport is defined as transmission facilities shared by more than one telecommunications carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

8.2.2 Technical Requirements

- 8.2.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

8.3 **Dedicated Transport**

8.3.1 Definition

8.3.1.1 Dedicated transport is defined as BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

8.3.1.2 BellSouth will, to the extent technically feasible, permit AT&T to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.3.1.3 **Local Channel**

8.3.1.3.1 The Local Channel is the dedicated transmission path between AT&T's point of presence and the BSWC.

8.3.1.3.2 Local Channels may be used for either switched or non-switched traffic. Rates for Local Channels are contained in Exhibit A of this Attachment 2.

8.3.1.4 Technical Requirements.

8.3.1.4.1 This Section sets forth technical requirements for all Dedicated Transport.

8.3.1.4.2 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to AT&T designated traffic.

- 8.3.1.4.3 BellSouth shall offer Dedicated Transport in all documented bandwidth interfaces used within BellSouth's network, including, but not limited to, DS1 and DS3 and OCn.
- 8.3.1.4.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.
- 8.3.1.4.5 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.
- 8.3.1.4.6 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 8.3.1.4.7 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs or until such time that AT&T notifies BellSouth that physical diversity is no longer required.
- 8.3.1.4.8 Upon AT&T's request, BellSouth shall provide nondiscriminatory performance monitoring and alarming.
- 8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.3.1.4.10 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry standard technical references

8.4 DARK FIBER

8.4.1 Definition

- 8.4.1.1 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical

fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

8.4.2 Requirements

8.4.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to AT&T.

8.4.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at AT&T's request subject to time and materials charges.

8.4.2.3 AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.4.2.4 BellSouth shall use its best efforts to provide to AT&T information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for AT&T's use and may not allow any other party to use such media, including BellSouth.

8.4.2.5 BellSouth shall use its best efforts to make Dark Fiber available to AT&T within thirty (30) business days after it receives written confirmation from AT&T that the Dark Fiber previously deemed available by BellSouth is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection ("LGX") or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.

8.4.2.7 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for

fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

9. Signaling Networks and Call-Related Databases

9.1 BellSouth shall provide AT&T access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.

9.2 Signaling Networks

9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When AT&T purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide AT&T with its own switching facilities access to BellSouth's signaling network for each of the AT&T switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.

9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.

9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

9.2.4 Technical Requirements

9.2.4.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.2.4.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.2.4.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch ("STPS") pair and consists of two links; and

9.2.4.2.2 As a "D/B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers ("CLECs")) and consists of four links.

9.2.4.3 A signaling link layer shall satisfy a performance objective such that:

- 9.2.4.3.1 There shall be no more than two minutes down time per year for an A-link layer; and
- 9.2.4.3.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.2.4.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.2.4.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.2.4.4.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D/B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.4.5 The Signaling Point of Interconnection ("SPOI") for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOIs.

9.2.5 Signaling Transfer Points

- 9.2.5.1 Definition
 - 9.2.5.1.1 Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the STPSs and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and STPS.
- 9.2.5.2 Technical Requirements
 - 9.2.5.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 9.2.5.2.1.1 BellSouth Service Control Points/DataBases and
 - 9.2.5.2.1.2 Third-party-provided STPSs.

- 9.2.5.2.2 The connectivity provided by STPs shall fully support the functions of all Network Elements and AT&T or other third-party switching systems and STPs connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth's SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.
- 9.2.5.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.2.5.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.2.5.2.5 STPs shall provide on a non-discriminatory basis all functions of the Operations, Maintenance and Administration Part ("OMAP") commonly provided by STPs. All OMAP functions will be on a "where available" basis and can include:
- 9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and
- 9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").
- 9.2.5.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by AT&T and BellSouth.
- 9.2.5.2.7 BellSouth STPs shall route mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnect to the local switch designated

in the Signaling Connection Control Part ("SCCP") called party address.

- 9.2.5.2.8 STPs shall be equal to or better than the technical specifications set forth in the applicable industry standard technical references.

9.2.5.3 Message Screening

- 9.2.5.3.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.
- 9.2.5.3.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.3 SS7 Advanced Intelligent Network ("AIN") Access

- 9.3.1 SS7 AIN Access shall provide the AT&T SCP access to BellSouth local switch via interconnection of BellSouth SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.3.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the AT&T SS7 network to exchange TCAP queries and responses with an AT&T SCP.

9.4 Call-Related DataBases

- 9.4.1 Definition
 - 9.4.1.1 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. For purposes of switch query and database response through a signaling network, BellSouth shall provide access to its call-related databases, including but not limited

to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. BellSouth shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. BellSouth shall allow AT&T when AT&T has purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth shall allow AT&T when it has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows AT&T to provide any call-related database-supported services to customers served by AT&T's switch. BellSouth shall provide AT&T, upon request, with access to call-related databases in a manner that complies with section 222 of the Act.

9.4.2 A Service Control Point ("SCP") is a specific type of Database functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

9.4.3 Technical Requirements

9.4.3.1 Requirements for call-related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call-related databases shall be provided in accordance with the following requirements:

9.4.3.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols, as specified in this Attachment 2, with TCAP as the application layer protocol.

9.4.3.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols.

9.4.3.2 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.4.4 Database Availability

9.4.4.1 Call-related databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers

which might be impacted. Any downtime associated with the provision of call-related databases will impact all service providers, including BellSouth, equally.

9.4.4.2 Any AT&T order for data to be added, modified or deleted from the databases shall be consistent with the ordering and provisioning requirements of this Agreement.

9.4.4.3 BellSouth shall make available call-related database functionality and complete database transactions (e.g., add, modify or delete) for AT&T customer records stored in BellSouth's databases on a basis that is equivalent to that which it provides to itself or third-party requesting telecommunications carriers.

9.4.5 Line Information Database ("LIDB")

9.4.5.1 AT&T acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

9.4.5.2 Definition.

9.4.5.2.1 The LIDB is a transaction-oriented database accessible through Common Channel Signaling ("CCS") networks. It contains records associated with customer Line Numbers and Special Billing Numbers relating to service in the BellSouth region.

9.4.5.2.2 The LIDB Storage Agreement, which contains the terms and conditions for AT&T's access to LIDB, is attached as Exhibit A to Attachment 6, incorporated herein by this reference.

9.4.6 Toll Free Number Database

9.4.6.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

9.4.6.1.1 BellSouth shall make BellSouth Toll Free Number Database available for AT&T to query with a toll-free number and originating information.

9.4.6.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

9.4.6.2 Interface Requirements

9.4.6.2.1 The signaling interface between the AT&T or other local switch and the Toll-Free Number database shall use the TCAP protocol and in the signaling network interface as specified in the applicable industry standard technical references.

9.4.7 **Automatic Location Identification/Data Management System (“ALI/DMS”)**

9.4.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. BellSouth shall provide AT&T with record input format, consistent with the requirements imposed on BellSouth by the governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS data base to AT&T as soon as possible, but in any event, within 24 hours after AT&T or its agents enters information into the ALI/DMS data base. The error reports may be provided electronically if AT&T purchases the capability. If an electronic interface is not available as an offering or because of a system outage for AT&T or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day AT&T Customer Information. The error files will contain the AT&T reference date and file number of the original record sent.

9.4.7.2.2 The ALI/DMS database shall contain the following end user information:

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

9.4.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

- 9.4.7.2.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless AT&T requests otherwise and shall be updated if AT&T requests, provided AT&T supplies BellSouth with the updates.
- 9.4.7.2.4 When Remote Call Forwarding ("RCF") is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record.
- 9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 9.4.7.2.6 At either Party's option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.
- 9.4.7.3 Interface Requirements
- 9.4.7.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for AT&T customers shall meet industry standards.
- 9.4.8 **Calling Name Delivery Database Service**
- 9.4.8.1 Calling Name Delivery Database Service ("CNAM") provides AT&T the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.
- 9.4.8.2 The CNAM Database Service Agreement is included as Exhibit B to this Attachment 2 and incorporated herein by this reference.

10. Directory Assistance Database Service (“DADS”)

10.1 Directory Assistance (“DA”) database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to AT&T. BellSouth shall provide access to the DA database in one of two manners.

10.2 BellSouth shall make its Directory Assistance Database Service (“DADS”) available solely for the expressed purpose of providing Directory Assistance type services to AT&T end users. Directory Assistance type service is defined as a service that allows AT&T end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. AT&T agrees that Directory Assistance Database Service (“DADS”) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, AT&T shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T’s Directory Assistance listings in the BellSouth Directory Assistance products.

10.3 BellSouth shall provide AT&T initially with a base file of subscriber listings which reflect all listing change activity occurring since AT&T’s most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by AT&T and BellSouth. AT&T agrees to assume the costs associated with CONNECT: DirectTM connectivity, which will vary depending upon volume and mileage.

10.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to AT&T which will reflect listing change activity occurring since AT&T’s most recent update. BellSouth shall provide updates to AT&T on a business, residence, or combined business and residence basis. AT&T agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after AT&T receives the base file.

10.5 BellSouth is authorized to include AT&T Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of AT&T Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to AT&T.

- 10.6 BellSouth shall provide to AT&T, upon request, via DADs, the names and addresses for BellSouth.
- 10.7 AT&T and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The data files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.
- 10.8 Rates for DADS are as set forth in Exhibit A of this Attachment 2.
- 10.9 Direct Access to Directory Assistance Service ("DADAS") will provide AT&T's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow AT&T to utilize its own switch, operator workstations and optional audio subsystems.
- 10.10 BellSouth will provide DADAS from its DA location. AT&T will access the DADAS system via BellSouth provided point of availability. AT&T has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.
- 10.11 A specified interface to each AT&T subsystem will be provided by BellSouth. Interconnection between AT&T's system and a specified BellSouth location will be pursuant to the use of AT&T-owned or AT&T-leased facilities and shall be appropriate sized based upon the volume of queries being generated by AT&T.
- 10.12 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.12.1 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;
- 10.12.2 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.12.3 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern

Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.12.4 Rates for DADAS are as set forth in Exhibit A of this Attachment 2.

11. Service Management System

11.1 Definition

11.1.1 A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide AT&T, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.

11.2 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

11.3 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

11.4 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from AT&T's switch or BellSouth's unbundled Local Switching element.

11.5 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.6 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth Service Creation Environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

- 11.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources.
- 11.8 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.
- 11.9 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 11.10 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.
- 11.11 When AT&T selects SCE/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

12. Trunk Interface Requirements

- 12.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

12.2 911/E911 Trunks

12.2.1 Local Switch and Access Tandem Trunks

- 12.2.1.1 BellSouth shall provide trunk groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.
- 12.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

12.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

12.2.1.4 BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

12.3 911 and E911

12.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3.2 Definition

12.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retailend users.

12.3.3 Requirements

12.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in

municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

12.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. AT&T shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

12.3.4 Technical Requirements

12.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

12.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

- 12.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.
- 12.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:
 - 12.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.
 - 12.3.4.4.2 Trunk group specifications.
 - 12.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.
 - 12.3.4.4.4 Description of BellSouth's diversity for facility routing.
 - 12.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 12.3.5 E911 Call Routing and Provision Customer Information to PSAP
 - 12.3.5.1 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.
 - 12.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.
- 12.3.6 Master Street Address Guide ("MSAG")
 - 12.3.6.1 BellSouth shall provide AT&T access to the MSAG at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide AT&T with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the

MSAG, BellSouth shall notify PSAPs and AT&T of any errors in the MSAG concerning AT&T Customers.

12.3.7 Other

12.3.7.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

12.3.8 Technical References

12.3.8.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

12.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T beyond applicable charges for BellSouth trunking arrangements.

12.3.10 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 1

DESCRIPTION		USOC	KY
LOCAL EXCHANGE SWITCHING (PORTS)			
2-Wire Analog Line Port (Res., Bus.), per month			
2-Wire Voice Grade Line Port (Residence), per month			
	2- wire voice unbundled port - residence	UEPRL	\$2.61 - Note 1
	2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.61
	2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.61
	2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
	2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	\$2.61
	2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
	2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
	2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
	2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
	2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
	2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.61
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)		LNPCX	
2-Wire Voice Grade Line Port(Business), per month			
	2-wire voice unbundled port without Caller ID	UEPBL	\$2.61
	2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.61
	2-wire voice unbundled outgoing only port	UEPBO	\$2.61
	2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
	2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	\$2.61
	2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
	2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
	2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
	2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
	2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.61

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 2

DESCRIPTION			USOC	KY
		2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
		2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
		2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
		2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
		2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
		LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
		Non-Recurring Charges (NRC) - 1st (Residence)		
		2- wire voice unbundled port - residence	UEPRL	\$37.78
		2-wire voice unbundled port with caller ID - residence	UEPRC	\$37.78
		2-wire voice unbundled port outgoing only - residence	UEPRO	\$37.78
		2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$37.78
		2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
		2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
		2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$37.78
		NRC - Add'l (Residence)		
		2- wire voice unbundled port - residence -	UEPRL	\$37.78
		2-wire voice unbundled port with caller ID - residence	UEPRC	\$37.78
		2-wire voice unbundled port outgoing only - residence	UEPRO	\$37.78
		2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$37.78
		2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
		2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 3

DESCRIPTION		USOC	KY
	2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$37.78
	NRC - Subsequent Activity	USASC	\$10.00
	NRC - 1st (Business)		
	2-wire Voice Unbundled Port without Caller ID	UEPBL	\$37.55
	2-wire voice unbundled port with Caller ID	UEPBC	\$37.55
	2-wire voice unbundled outgoing only port	UEPBO	\$37.55
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$37.55
	2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	\$37.55
	2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
	2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA
	2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
	2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
	2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
	NRC - Add'l (Business)	UEPBL	\$37.55
	2-wire voice unbundled port without Caller ID	UEPBL	\$37.55
	2-wire voice unbundled port with Caller ID	UEPBC	\$37.55
	2-wire voice unbundled outgoing only port	UEPBO	\$37.55
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$37.55
	2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$37.55
	2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
	2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
	2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
	2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
	2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
	NRC - Subsequent Activity	USASC	\$10.00
	NRC - Disconnect Charge - 1st		
	2- wire voice unbundled port - residence		NA
	2-wire voice unbundled port with caller ID - residence		NA
	2-wire voice unbundled port outgoing only - residence		NA
	2-wire voice unbundled area plus port with caller ID - residence		NA
	2-wire voice unbundled Florida area calling with caller ID - residence		NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 4

DESCRIPTION			USOC	KY
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
		2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
		2-wire voice unbundled port without Caller ID		NA
		2-wire voice unbundled port with Caller ID		NA
		2-wire voice unbundled outgoing only Port		NA
		2-wire voice unbundled Area Plus Port with Caller ID		NA
		2-wire voice unbundled Incoming only Port with Caller ID		NA
		2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA
		2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA
		2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA
		NRC - Disconnect Charge - Add'l		
		2- wire voice unbundled port - residence		NA
		2-wire voice unbundled port with caller ID - residence		NA
		2-wire voice unbundled port outgoing only - residence		NA
		2-wire voice unbundled area plus port with caller ID - residence		NA
		2-wire voice unbundled Florida area calling with caller ID - residence		NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
		2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
		2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
		2-wire voice unbundled port without Caller ID		NA
		2-wire voice unbundled port with Caler ID		NA
		2-wire voice unbundled outgoing only port		NA
		2-wire voice unbundled Area Plus Port with Caller ID		NA
		2-wire voice unbundled incoming only port with Caller ID		NA
		2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA
		2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 5

DESCRIPTION		USOC	KY
	2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA
	NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
All available features, per month		UEPVF	NA
	NRC - 1st (all types)		NA
	NRC - Add'l (all types)		NA
	NRC - Disconnect Charge - 1st		NA
	NRC - Disconnect Charge - Add'l		NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Three available feature, per month		UEPVF	NA
	NRC - 1st (all types)		NA
	NRC - Add'l (all types)		NA
	NRC - Disconnect Charge - 1st		NA
	NRC - Disconnect Charge - Add'l		NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Analog VG Port, per month		UEP4A	NA
	NRC - 1st	UEP4A	NA
	NRC - Add'l	UEP4A	NA
	NRC - Disconnect Charge - 1st	BFR	NA
	NRC - Disconnect Charge - Add'l	BFR	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire DID Port, per month		UEPP2	NA
	NRC - 1st	UEPP2	NA
	NRC - Add'l	UEPP2	NA
	NRC - Disconnect Charge - 1st	UEPP2	NA
	NRC - Disconnect Charge - Add'l	UEPP2	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
4-Wire DS1 Port w/DID capability, per month		UEPDD	NA
	NRC - 1st	UEPDD	NA
	NRC - Add'l	UEPDD	NA
	NRC - Disconnect Charge - 1st	UEPDD	NA
	NRC - Disconnect Charge - Add'l	UEPDD	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire ISDN Port(2) (3), per month		U1PMA	\$12.33

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 6

DESCRIPTION		USOC	KY
	NRC - 1st	U1PMA	\$90.48
	NRC - Add'l	U1PMA	\$84.53
	NRC - Disconnect Charge - 1st	U1PMA	NA
	NRC - Disconnect Charge - Add'l	U1PMA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
	NRC - User Profile per B Channel (4)	U1UMA	\$5.61
2-Wire ISDN Port(2) (3) including all available features, per month		U1PMA	NA
	NRC - 1st	U1PMA	NA
	NRC - Add'l	U1PMA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
2-Wire ISDN Port(2) (3) including three available features, per month		U1PMA	NA
	NRC - 1st	U1PMA	NA
	NRC - Add'l	U1PMA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port, per month		UEPEX	NA
	NRC - 1st	UEPEX	NA
	NRC - Add'l	UEPEX	NA
	NRC - Disconnect Charge - 1st	UEPEX	NA
	NRC - Disconnect Charge - Add'l	UEPEX	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port including all available features, per month		UEPEX	\$275.48
	NRC - 1st	UEPEX	\$181.27
	NRC - Add'l	UEPEX	\$116.42
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
2-Wire Analog Line Port (PBX), per month			
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.61
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.61
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.61
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.61
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$2.61
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.61
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.61
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.61
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.61
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.61
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.61

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 7

DESCRIPTION			USOC	KY
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.61
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.61
		2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	\$2.61
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	\$2.61
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	\$2.61
		2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	\$2.61
		2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEP XK	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.61
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.61
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT CALLING PORT	UEPXO	\$2.61
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$2.61
		2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
		2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
		UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
		LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
		NRC - 1st	UEPPC	\$36.47
		2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$36.47
		LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$36.47
		LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$36.47
		LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$36.47
		LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$36.47
		TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$36.47
		TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$36.47
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 8

DESCRIPTION		USOC	KY
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$36.47
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	\$36.47
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	\$36.47
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$36.47
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$36.47
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
	Subsequent Activity	USASC	\$10.00
	NRC - Add'l		
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$36.47
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$36.47
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$36.47
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$36.47
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$36.47

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 9

DESCRIPTION		USOC	KY
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$36.47
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$36.47
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$36.47
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	\$36.47
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	\$37.47
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	\$38.47
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	\$39.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEP XK	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$36.47
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$36.47
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$36.47
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
	NRC - Disconnect Charge - 1st		
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 10

DESCRIPTION		USOC	KY
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 11

DESCRIPTION		USOC	KY
	NRC - Disconnect Charge - Add'l		
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 12

DESCRIPTION			USOC	KY
		2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA
		NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMECH	\$3.50
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire Analog Hunting, per line per month			HTGUX	\$0.29
		NRC - 1st	HTGUX	\$2.14
		NRC - Add'l	HTGUX	\$2.14
Coin Port, per month				\$3.04
		NRC - 1st		\$40.71
		NRC - Add'l		\$40.71
		NRC - Disconnect Charge - 1st		NA
		NRC - Disconnect Charge - Add'l		NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Coin Port, per month				NA
		NRC - 1st		NA
		NRC - Add'l		NA
		NRC - Disconnect Charge - 1st		NA
		NRC - Disconnect Charge - Add'l		NA
		NRC - Incremental Charge - Manual Service Order - 1st		NA
		NRC - Incremental Charge - Manual Service Order - Add'l		NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA
VERTICAL FEATURES				
Local Switching Features offered with Port, Per month			N/A	No add'l charge
Three-Way Calling, per month				NA
		NRC		NA
		NRC - Disconnect		NA
Customer Changeable Speed Calling, per month				NA
		NRC		NA
		NRC - Disconnect		NA
Call Waiting				NA
		NRC		NA
		NRC - Disconnect		NA
Remote Activation of Call Forwarding, per month				NA
		NRC		NA
		NRC - Disconnect		NA
Cancel Call Waiting, per month				NA
		NRC		NA
		NRC - Disconnect		NA
Automatic Callback, per month				NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 13

DESCRIPTION	USOC	KY
NRC		NA
NRC - Disconnect		NA
Automatic Recall, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery Blocking, per month		NA
NRC		NA
NRC - Disconnect		NA
Customer Originated Trace, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Acceptance, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiline Hunt Service (Rotary)		
Service per line, (in addition to port) , per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Variable, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Busy Line, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Don't Answer All Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Remote Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Transfer, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Hold, per month		NA
NRC		NA
NRC - Disconnect		NA
Toll Restricted Service, per month		NA
NRC		NA
NRC - Disconnect		NA
Message Waiting Indicator - Stutter Dial Tone, per month		NA
NRC		NA
NRC - Disconnect		NA
Anonymous Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
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Attachment 2, Exhibit A
Rates - Page 14

DESCRIPTION	USOC	KY
Shared Call Appearances of a DN, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiple Call Appearances, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Bridged Call Exclusion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call by Call Access, per month		NA
NRC		NA
NRC - Disconnect		NA
Privacy Release, per month		NA
NRC		NA
NRC - Disconnect		NA
Multi Appearance Directory Number Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Make Set Busy, per month		NA
NRC		NA
NRC - Disconnect		NA
Teen Service (Res. Dist. Alerting Service), per month		NA
NRC		NA
NRC - Disconnect		NA
Code Restriction and Diversion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Park, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Line, per month		NA
NRC		NA
NRC - Disconnect		NA
2-WIRE ISDN BRI FEATURES		
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD
Shared Non-ISDN DN	DOE	TBD
Privacy Release	DS1FU	TBD
Manual Exclusion	DS1FM	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD
Call Forwarding Variable – Data	LLQCD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD
Call Frwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 15

DESCRIPTION	USOC	KEY
Conference, Drop, Hold And Transfer	DS1FN	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD
Speed Calling	LLZSU	TBD
Visual Message Waiting Indicator	LLAVP	TBD
Audible Message Waiting Indicator	MWW	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD
Call Tracing	NST	TBD
Call Return	NSS	TBD
Preferred Call Forwarding	NCE	TBD
Call Block	NSY	TBD
Repeat Dialing	NSQ	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD
Per Line Blocking For General Public	NOBPC	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD
Call Return Denial Of, Per Activation	BCR	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD
Automatic Line/Direct Connect	M6GN9	TBD
Make Set Busy	M6MPD	TBD
Selective Call Acceptance	M6K16	TBD
Call Park/Call Retrieve	M6HP6	TBD
Call Transfer System Exception	M6QTD	TBD
Make Set Busy – Intragroup	M6MGD	TBD
All Customized Code Restrictions	CREX+	TBD
Additional Listings	CLT	TBD
Additional Listing No Rate	FLT	TBD
Cross Reference Listing	LLT	TBD
Non-Pub Listing No Rate	NP3	TBD
Non-List Listing	NLT	TBD
Non-List Listing No Rate	NLE	TBD
Alternate Call Listing	FNA	TBD
Manual Service Order Charge	SOMAN	TBD
All Selective Class Of Call Screening	SRG++	TBD
ISDN Message Waiting Indication-Lamp, per month		NA
	NRC	NA
	NRC - Disconnect	NA
ISDN Feature Function Buttons		NA
	NRC	NA
	NRC - Disconnect	NA
Subsequent Ordering Charge – (per order, per line)		NA
	NRC - Electronic - 1st	NA
	NRC - Electronic - Add'l	NA
	NRC - Manual - 1st	NA
	NRC - Manual - Add'l	NA
	NRC - Disconnect	NA
Unbundled Port Usage Charges		
End Office Switching (Port Usage)		
	End Office Switching Function, per mou	N/A \$0.002562
	End Office Switching Function, add'l mou (5)	N/A NA
	End Office Interoffice Trunk Port—Shared, per mou	N/A NA

BELLSOUTH/ATT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2, Exhibit A
Rates - Page 16

DESCRIPTION			USOC	KY
		Tandem Switching (Port Usage) (Local or Access Tandem)		
		Tandem Switching Function per mou	N/A	\$0.001096
		Tandem Interoffice Trunk Port - Shared per mou		NA
		Common (Shared) Transport		
		Common (Shared) Transport per mile per mou	N/A	\$0.0000049
		Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
		NOTES:		
		1 Port rate includes all available features.		
		2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.		
		3 Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.		
		4 This rate element is for those states which have a specific rate for User Profile per B Channel.		
		5 This rate element is for use in those states with a different rate for additional minutes of use.		

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

1.1 For the purpose of this Exhibit B, the following terms shall be defined as:

1.1.1 **CALLING NAME DELIVERY DATABASE SERVICE (CNAM)** - The ability to **associate** a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

1.1.2 **CALLING PARTY NUMBER (CPN)** - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

1.1.3 **COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

1.1.4 **SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

1.1.5 **SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

1.1.6 **SERVICE SWITCHING POINTs (SSPs)** - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

1.1.7 **SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Exhibit B

- 2.1 This Exhibit B contains the terms and conditions where BellSouth will provide to the AT&T access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 AT&T shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Exhibit B. Said notice shall be in writing, no less than 60 days prior to AT&T's access to BellSouth's CNAM Database Services and shall be addressed to AT&T's Account Manager.

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to AT&T requires interconnection from AT&T to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Exhibit B.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, AT&T shall provide its own CNAM SSP. AT&T's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If AT&T elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that AT&T desires to query.
- 3.4 Out-Of-Region Customers
- If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be

established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by AT&T for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by AT&T in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of AT&T to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 AT&T CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

ATTACHMENT 3

LOCAL INTERCONNECTION

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EXHIBIT A

EXHIBIT B

EXHIBIT C

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LOCAL INTERCONNECTION

1. NETWORK INTERCONNECTION

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).
 - 1.1.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
 - 1.1.2 AT&T shall provide interconnection to BellSouth at any mutually agreed upon point.
- 1.2 **AT&T must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of AT&T's originated local, intraLATA toll terminated to BellSouth and transit traffic terminated to other than BellSouth. [BellSouth's proposal.]** If AT&T chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, AT&T must establish Points of Interconnection at all BellSouth access and local tandems where AT&T NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and AT&T End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is AT&T's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for AT&T to home its NPA/NXX(s) on a BellSouth access or local tandem, AT&T's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.
- 1.3 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.
- 1.4 A Point of Interface is the physical telecommunications interface between BellSouth and AT&T's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary

purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

- 1.4.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
- 1.4.2 It is a point where BellSouth and AT&T can verify and maintain specific performance objectives.
- 1.4.3 **It is specified according to the interface offered in this Attachment 3. [BellSouth's proposal.]**
- 1.4.4 **The Parties provide their own equipment to interface with the equipment on the customer premises. [BellSouth's proposal.]**
- 1.5 **The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. AT&T's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to AT&T-originated local and local originating and terminating transit traffic. [BellSouth's proposal.]**
- 1.6 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.7 **Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface.] AT&T, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. [BellSouth's proposal.]**
- 1.8 **BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to AT&T for call transport and termination by AT&T. [BellSouth's proposal.]**

- 1.9 For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center. [BellSouth's proposal.]**
- 1.10 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence. [BellSouth's proposal.]**
- 1.11 For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network. [BellSouth's proposal.]**
- 2. METHODS OF INTERCONNECTION**
- 2.1** The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.
- 2.2** Interconnection by one Party at the premises of the other Party.
- 2.2.1** BellSouth shall provide collocation to AT&T pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.
- 2.2.2 AT&T, at its sole discretion, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's local traffic. BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit B of this Attachment 3, incorporated herein by this reference. [BellSouth's proposal.]**
- 2.3** Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At AT&T's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from AT&T's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.
- 2.4** Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this

Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

- 2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.
- 2.6 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.
- 2.7 Any other method determined to be technically feasible and requested by AT&T shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference. Any other method determined to be technically feasible and requested by BellSouth and agreed to by AT&T shall be done.
- 2.8 Local Tandem Interconnection. This interconnection arrangement allows AT&T to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of AT&T-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.
- 2.8.1 When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. AT&T may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AT&T does not choose to establish a Point of Interconnection. It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

2.8.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, AT&T must also establish Points of Interconnection to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

2.8.3 Bell South's provisioning of local tandem interconnection assumes that AT&T has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

2.9 Fiber Meet

2.9.1 If AT&T elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, AT&T and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, AT&T's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

2.9.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

2.9.3 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Serving Wire Center ("ASWC").

2.9.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of

Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to AT&T, Point of Interface to BellSouth).

- 2.9.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.9.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 2.9.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.9.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.

3. INTERCONNECTION TRUNKING AND ROUTING

- 3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:
- 3.2 **Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF"). [BellSouth's proposal.]**
- 3.3 **Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment. [BellSouth's proposal.]**

- 3.4 **Unless otherwise mutually agreed, the Parties will complete the conversion within one [1] year of the Effective Date of the Agreement. [BellSouth's proposal.]**
- 3.5 **If, following one [1] year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. [BellSouth's proposal.]**
- 3.6 The Parties will use the following interconnection standards:
- 3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
- 3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.
- 3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.14 of this Attachment 3 and sound engineering practices.
- 3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).
- 3.6.6 BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with **Exhibit B of this Attachment 3, attached hereto and incorporated herein by this reference. [BellSouth's proposal.]**
- 3.6.7 **All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and AT&T not addressed in Exhibit A shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic,**

the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. AT&T shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. [BellSouth's proposal.]

- 3.7 **The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA. [BellSouth's proposal.]**
- 3.8 **All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls. [BellSouth's proposal.]**
- 3.9 **Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem. [BellSouth's proposal.]**
- 3.10 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.
- 3.11 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.12 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.13 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.14 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party,

it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

- 3.15 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.16 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.17 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.
- 3.18 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.
- 3.18.1.1 BellSouth agrees to provide upon request of AT&T, pursuant to Section 10 of the General Terms and Conditions of this Agreement, traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the BellSouth tandem to determine which AT&T traffic by NXX is being blocked. [BellSouth's proposal.]**
- 3.18.1.2 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to AT&T information regarding blocking of interconnection traffic.
- 3.19 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 4.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 4.4 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters

including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.

- 4.4.1 BellSouth's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the AT&T signaling point of interconnection and BellSouth's signaling point of interconnection ("SPOI").
- 4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point ("STP") port termination.
- 4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.
- 4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either AT&T's signaling point ("SP"), which requires a minimum of two links, or from AT&T's STP pair, which requires a minimum of four links.
- 4.5 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.
- 4.6 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.
- 4.7 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control

Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.

- 4.8 When the Parties establish new links, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows
 - 4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.
 - 4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
 - 4.8.3 Where the SPOI for the signaling link facilities is located at the AT&T Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, AT&T will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
 - 4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.
- 4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 4.10 Message Screening
 - 4.10.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network

interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

- 4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

4.11 STP Requirements

- 4.11.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.

4.12 SS7 Network Interconnection

- 4.12.1 SS7 Network Interconnection is the interconnection of AT&T STPs and AT&T local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T local or tandem switching systems and other third-party switching systems directly connected to the BellSouth SS7 network.
- 4.12.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 4.12.2.1 BellSouth local or tandem switching systems;
- 4.12.2.2 BellSouth databases; and
- 4.12.2.3 Other third-party local or tandem switching systems.
- 4.12.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and AT&T or other third-party switching systems with [note could be A or D/B link] direct access to the BellSouth SS7 network.
- 4.12.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an AT&T local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback,

Automatic Recall, and Screening List Editing) between the AT&T local STPs and the BellSouth or other third-party local switch.

- 4.12.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").
- 4.12.6 BellSouth shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 4.12.6.1 A-link interface from AT&T local or tandem switching systems; and
 - 4.12.6.2 D/B-link interface from AT&T STPs.
- 4.12.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 4.12.7.1 An A-link layer shall consist of two links.
 - 4.12.7.2 A D/B-link layer shall consist of four links.
- 4.12.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.
- 4.13 Trunk Forecasting and Servicing Requirements.
 - 4.12.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to AT&T, AT&T must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If AT&T refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
 - 4.13.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided

under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 4.13.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 4.13.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 4.13.4 Signaling Call Information. BellSouth and AT&T will send and receive 10 digits for local traffic. Additionally, BellSouth and AT&T will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 4.13.5 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to AT&T to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. AT&T will issue an ASR to BellSouth to order changes AT&T desires to the AT&T interconnection trunk groups based on AT&T's capacity assessment.

- 4.13.5.1 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.
- 4.13.5.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.
- 4.13.5.3 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF.
- 4.13.5.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.
- 4.13.6 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.
- 4.13.7 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and AT&T work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 4.13.8 As provided herein, AT&T and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.

4.14 Interference or Impairment

4.14.1 Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices. [BellSouth's proposal.]

4.15 Local Dialing Parity

4.15.1 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. NETWORK MAINTENANCE

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth shall provide AT&T at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact AT&T's end users. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion. [BellSouth's proposal.]

5.3 Interconnection Compensation

5.3.1 Compensation for Local Traffic

5.3.1.1 Local Traffic means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call when

the originating Party has its own switch. [BellSouth's proposal.]

Therefore, when an AT&T end user originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth end user originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic.

- 5.3.1.1.1 As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include traffic that consists of minutes of use from any end user customer that relies upon a call placed by that end user customer or on the end user customer's behalf to establish or maintain a network connection, if: (a) minutes of use to be billed are primarily associated with traffic of a type not routinely and ordinarily recognized by a reasonable person to constitute traffic as a result of a telephone call (i.e., voice or data traffic); (b) the end user customer does not control the destination of the call; and (c) the minutes of use do not serve a legitimate purpose that is unrelated to the receipt of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection. [BellSouth's proposal.]**
- 5.3.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.
- 5.3.1.3 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.
- 5.3.1.4 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

- 5.3.1.5 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.3.1.6 If AT&T utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from AT&T for transport and termination of BellSouth originated traffic, BellSouth will pay AT&T no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where AT&T receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the AT&T terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate AT&T at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by AT&T as defined in this Attachment 3.
- 5.3.1.7 **Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end. [BellSouth's proposal.]**
- 5.3.2 **Unidentifiable traffic. AT&T shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth originated traffic. AT&T end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to AT&T for termination on the AT&T's network, if BellSouth cannot determine, because of the manner in which AT&T has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if AT&T can provide sufficient information for BellSouth to determine whether said traffic is local or toll. [BellSouth's proposal.]**
- 5.3.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing

the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and AT&T shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

5.3.4 Notwithstanding the reporting interval set forth in Section 5.3.3, BellSouth will accept and implement a monthly PLU, for a period of twelve (12) months, whenever AT&T gains an end user whose calling pattern and traffic would likely have an impact on the PLU reported by AT&T or whenever AT&T opens a new calling area or begins marketing local services in a new area. After reporting the PLU monthly for a twelve (12) month period, the PLU reporting will revert to quarterly. Unless the monthly reporting demonstrates that the PLU has stabilized, then the reporting party will continue to report a monthly PLU for an additional six (6) month period or until the Parties agree that the PLU has stabilized, whichever occurs first. In all other instances, the PLU reporting shall be quarterly.

5.4 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid. Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent

auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.5 Compensation for IntraLATA Toll Traffic

5.5.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a toll call.

5.5.2 Compensation for IntraLATA Toll Traffic. For terminating its IntraLATA Toll Traffic on the other Party's network, the originating Party will pay the terminating Party's intrastate or interstate terminating switched access tariff rates as set forth in the effective intrastate or interstate access services tariff, whichever is appropriate. The appropriate charges will be determined by the routing of the call. If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services.

5.5.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.

5.5.4 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

5.5.5 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination

charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines.

6. **OSS Rates – To the extent AT&T orders a Service and Element for the purpose of interconnection, the OSS Rates set forth in Exhibit ___ of Attachment 2, incorporated herein by this reference, shall apply. [BellSouth's proposal.]**

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 1

DESCRIPTION	USOC	KY
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
End Office Switching, per mou	N/A	\$0.002562
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA
Tandem Switching, per mou	N/A	\$0.001096
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA
Tandem Intermediary Charge, per mou*	N/A	\$0.001096
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)		
TRUNK CHARGE		
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.		
Installation Trunk Side Service - per DSO		
NRC - 1st	TPP++	\$334.09
NRC - Add'l	TPP++	\$57.12
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
Interoffice Channel Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XF	NA
2-Wire VG - Facility Termination per month	1L5XF	NA
NRC - 2-wire VG - Facility Termination -1st	1L5XF	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMECE	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi		
2-Wire VG - per mile per month	1L5NF	\$0.03
2-Wire VG - Facility Termination per month	1L5NF	\$27.66
NRC - 2-wire VG - Facility Termination -1st	1L5NF	\$142.31
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	\$56.21
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA

Version 2/00/8/29/00

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 2

		DESCRIPTION	USOC	KY
		NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
		DS0 - per mile per month	1L5XK	NA
		DS0 - Facility Termination per month	1L5XK	NA
		NRC - DS0 - Facility Termination - 1st	1L5XK	NA
		NRC - DS0 - Facility Termination - Add'l	1L5XK	NA
		NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	NA
		NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEK	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi		
		DS0 - per mile per month	1L5NK	\$0.0301
		DS0 - Facility Termination per month	1L5NK	\$26.95
		NRC - DS0 - Facility Termination - 1st	1L5NK	\$142.31
		NRC - DS0 - Facility Termination - Add'l	1L5NK	\$56.21
		NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA
		NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	\$37.21
		NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$37.21
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS1		
		DS1 - per mile per month	1L5XL	NA
		DS1 -Facility Termination per month	1L5XL	NA
		NRC - DS1-Facility Termination - 1st	1L5XL	NA

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 3

		DESCRIPTION	USOC	KY
		NRC - DS1 - Facility Termination - Add'l	1L5XL	NA
		NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	NA
		NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi		
		DS1 - per mile per month	1L5NL	\$0.45
		DS1 -Facility Termination per month	1L5NL	\$55.05
		NRC - DS1-Facility Termination - 1st	1L5NL	\$298.18
		NRC - DS1 - Facility Termination - Add'l	1L5NL	\$231.23
		NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA
		NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS3		
		DS3 - per mile per month	1L5XM	NA
		DS3 -Facility Termination per month	1L5XM	NA
		NRC - DS3 - Facility Termination -1st	1L5XM	NA
		NRC - DS3 - Facility Termination - Add'l	1L5XM	NA
		NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	NA
		NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi		
		DS3 - per mile per month	1L5NM	\$12.06
		DS3 -Facility Termination per month	1L5NM	\$1,112.02

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 4

		DESCRIPTION	USOC	KY
		NRC - DS3 - Facility Termination -1st	1L5NM	\$858.75
		NRC - DS3 - Facility Termination - Add'l	1L5NM	\$524.95
		NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA
		NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Local Channel - Dedicated		
		Local Channel - Dedicated - 2-Wire VG		
		Monthly Recurring per month	TEFV2	\$22.26
		Zone 1	TBD	NA
		Zone 2	TBD	NA
		Zone 3	TBD	NA
		Zone 4	TBD	NA
		NRC - STS-1 - Facility Termination - 1st	TEFV2	\$585.15
		NRC - STS-1 - Facility Termination - Add'l	TEFV2	\$98.53
		NRC - STS-1 - Facility Termination - Disconnect - 1st	TEFV2	\$11.99
		NRC - STS-1 - Facility Termination - Disconnect - Add'l	TEFV2	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
		Local Channel - Dedicated - 4-Wire VG		
		Monthly Recurring per month	TEFV4	\$23.38
		Zone 1	TBD	NA
		Zone 2	TBD	NA
		Zone 3	TBD	NA
		Zone 4	TBD	NA
		NRC - 4-Wire VG - 1st	TEFV4	\$585.15
		NRC - 4-Wire VG - Add'l	TEFV4	\$98.53
		NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	NA
		NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA
		NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 5

		DESCRIPTION	USOC	KY
		NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		Local Channel - Dedicated - DS1		
		DS1 Monthly Recurring per month	TEFHG	\$43.80
		DS1 per mile per month	1L5NC	\$0.00
		Zone 1	TBD	NA
		Zone 2	TBD	NA
		Zone 3	TBD	NA
		Zone 4	TBD	NA
		NRC - DS1 - 1st	TEFHG	\$538.95
		NRC - DS1 - Add'l	TEFHG	\$464.94
		NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
		NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		Local Channel - Dedicated - DS3		
		DS3 - per mile per month	1L5NC	\$34.00
		DS3 - Facility Termination per month	TEFHJ	\$635.09
		NRC - DS3 - Facility Termination - 1st	TEFHJ	\$1,091.00
		NRC - DS3 - Facility Termination - Add'l	TEFHJ	\$661.23
		NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	NA
		NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	NA
		NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
		NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
		CHANNELIZATION		
		DS3 Channelization (DS3 to DS1)		
		per Channelized System (28 DS1) per month	SATCS	NA
		NRC - 1st	SATCS	NA
		NRC - Add'l	SATCS	NA
		NRC -1st - Disconnect	SATCS	NA
		NRC -Add'l - Disconnect	SATCS	NA
		per Interface per month (COC1)	SATCO	NA
		NRC - 1st	SATCO	NA
		NRC - Add'l	SATCO	NA

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 6

DESCRIPTION	USOC	KY
NRC - Manual Svc Order, per LSR	SOMEK	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi		
per Channelized System (28 DS1) per month	SATNS	\$303.33
NRC - 1st	SATNS	NA
NRC - Add'l	SATNS	NA
NRC -1st - Disconnect	SATNS	\$8.52
NRC -Add'l - Disconnect	SATNS	\$15.86
per Interface per month (COCI)	SATCO	\$11.36
NRC - 1st	SATCO	\$19.99
NRC - Add'l	SATCO	NA
NRC - Manual Svc Order, per LSR	SOMAN	\$3.50
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEK	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	SATC1	NA
NRC - 1st	SATC1	NA
NRC - Add'l	SATC1	NA
NRC -1st - Disconnect	SATC1	NA
NRC -Add'l - Disconnect	SATC1	NA
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per BRITE card per month	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per VG card per month (DS0)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEK	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi		
per Channelized System (24 DS0) per month	SASTN1	\$200.01

**BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION**

Attachment 3, Exhibit A
Rates - Page 7

			DESCRIPTION	USOC	KY
			NRC - 1st	SASTN1	\$302.82
			NRC - Add'l	SASTN1	\$184.20
			NRC -1sr - Disconnect	SASTN1	NA
			NRC -Add'l - Disconnect	SASTN1	NA
			- Interface (COCI)		
			per OCU-DP(data) card per month (2.4-64kbs)	SATSA	\$2.94
			NRC - 1st	SATSA	\$15.86
			NRC - Add'l	SATSA	\$11.36
			per BRITE card per month	SATSA	\$4.04
			NRC - 1st	SATSA	\$15.86
			NRC - Add'l	SATSA	\$11.36
			per VG card per month (DS0)	SATSA	\$1.40
			NRC - 1st	SATSA	\$15.86
			NRC - Add'l	SATSA	\$11.36
			NRC - Manual Svc Order, per LSR	SOMAN	\$19.99
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
			Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
			Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
			Local Interconnection Mid-Span Meet		
			Local Channel - Dedicated - DS1		
			DS1 Monthly Recurring per month	TEFHG	\$21.90
			NRC - DS1 - 1st	TEFHG	\$269.48
			NRC - DS1 - Add'l	TEFHG	\$232.47
			NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
			NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
			NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$87.71
			NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA
			NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	NA
			NOTES:		
			If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		

EXHIBIT B: SPACE LICENSE

1. AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. Such licenses and site support services are referred to herein collectively as a "Space License." If AT&T denies BellSouth a Space License in a particular AT&T central office, AT&T shall assure that BellSouth may interconnect with AT&T's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of AT&T's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which AT&T would assume ownership and control of equipment provided by BellSouth to be located in the AT&T central office for the sole purpose of interconnection.
2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.
3. Space Licenses are available subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
 - 3.1 Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."
 - 3.2 BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures. BellSouth will use AT&T's certified vendors for the installation of License Facilities.
 - 3.3 If BellSouth desires to modify its request, prior to notification from AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to

process.

4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing within thirty (30) business days whether there is sufficient AT&T central office space available for each such request.
5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.
6. The rates and charges are to be negotiated by the Parties.
7. AT&T agrees to provide site support services as follows:
 - 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.
 - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which AT&T will supply DC power to BellSouth.
 - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
 - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
8. AT&T will provide the amount of space requested by BellSouth unless AT&T reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, AT&T will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, AT&T will provide the location of the space and will specify any physical or space separation requirements.
9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, AT&T licenses BellSouth to enter and exit the Equipment Space through portions of the AT&T central office as

designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. BellSouth and AT&T will establish contact lists and procedures for after hours entry to the AT&T central office.

10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which AT&T can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to AT&T, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of AT&T, BellSouth hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by AT&T.
11. While in the AT&T central office, employees of BellSouth and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
12. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's central office.
13. BellSouth's employees and contractors shall abide by the requirements of Section 5.10, Interference or Impairment, of Attachment 4, incorporated herein by this reference.
14. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
15. AT&T and its designees may inspect or observe the Equipment Space,

the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.

16. AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
17. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
18. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.
19. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
20. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T

will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.

- 21. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
 - 22.1 BellSouth agrees to furnish all Licensed Facilities.
 - 22.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes furnished by AT&T for installation performed by BellSouth.
 - 22.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.
 - 22.4 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.
 - 22.5 BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.
 - 22.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
- 22. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T

warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 23. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
 - 24.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.
 - 24.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.
- 24. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
 - 25.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.
 - 25.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to AT&T or to another AT&T space licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another AT&T space licensee, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.

- 25.3 If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

Preferred Interconnection Architecture

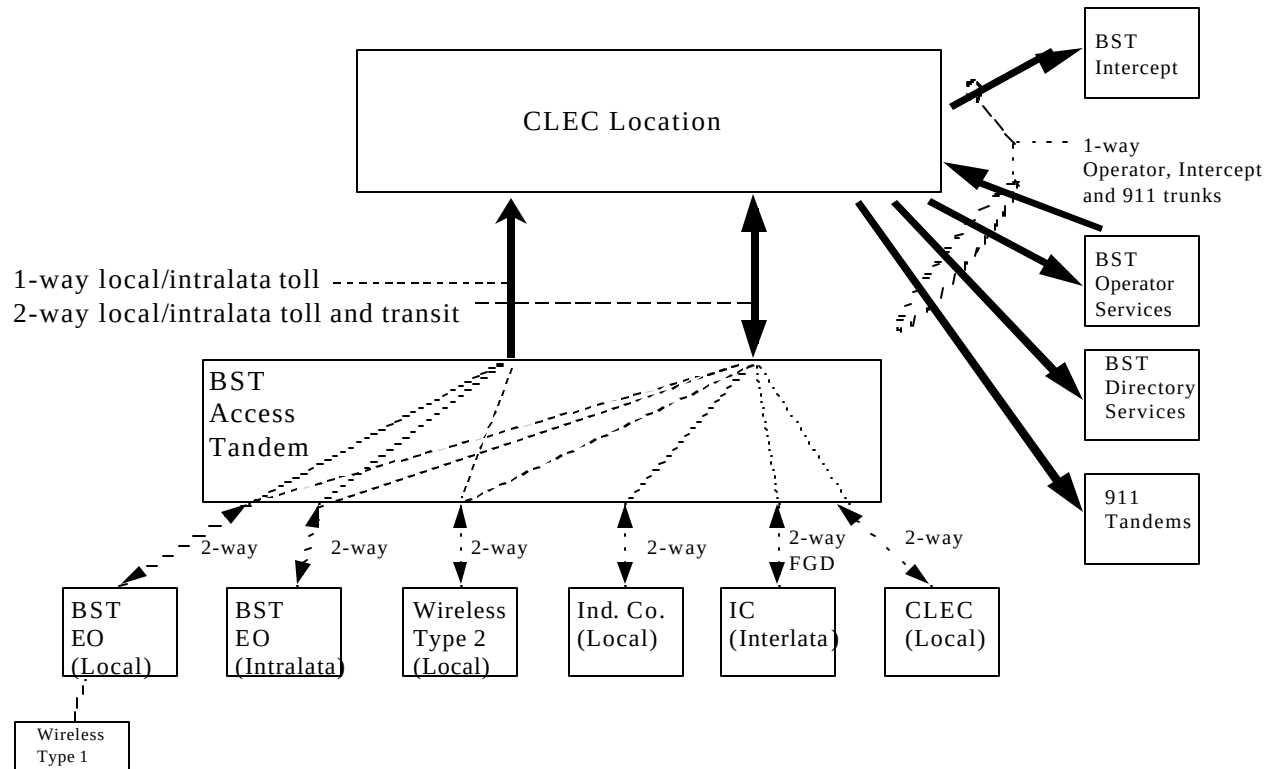


Exhibit C

One Way Trunking Interconnection

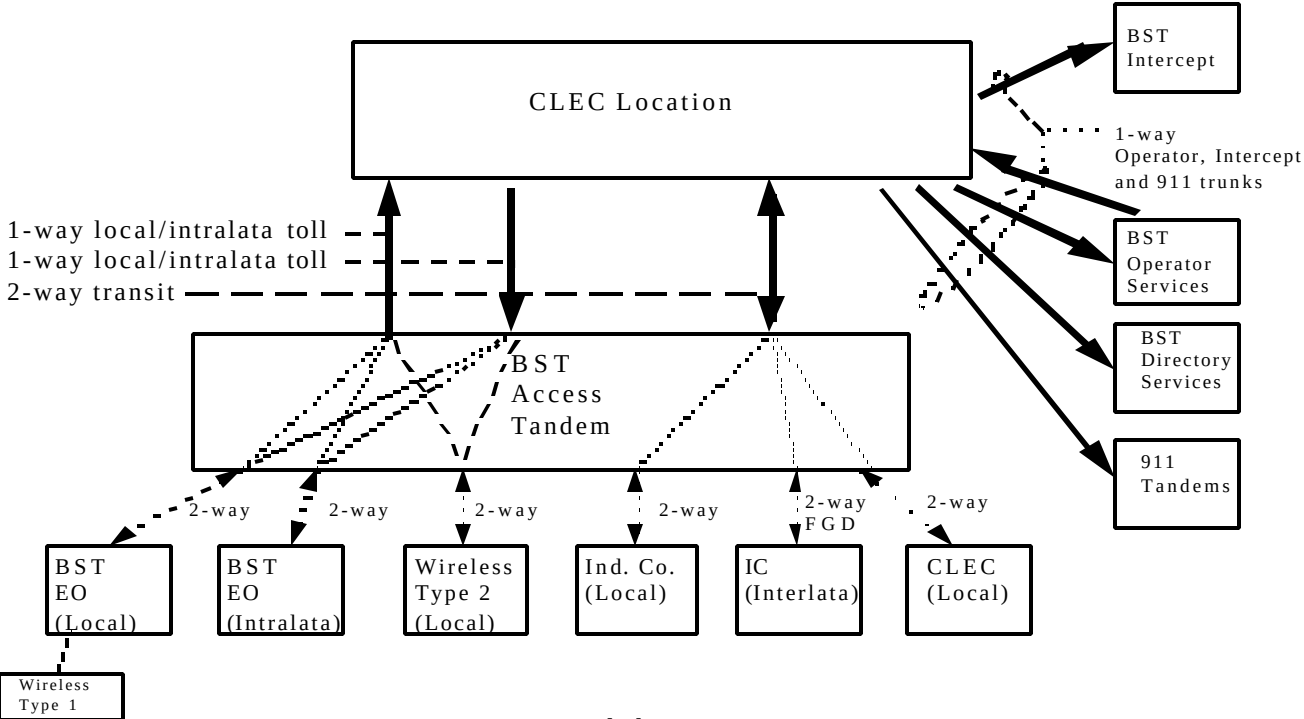


Exhibit D

Two Way Trunking Interconnection

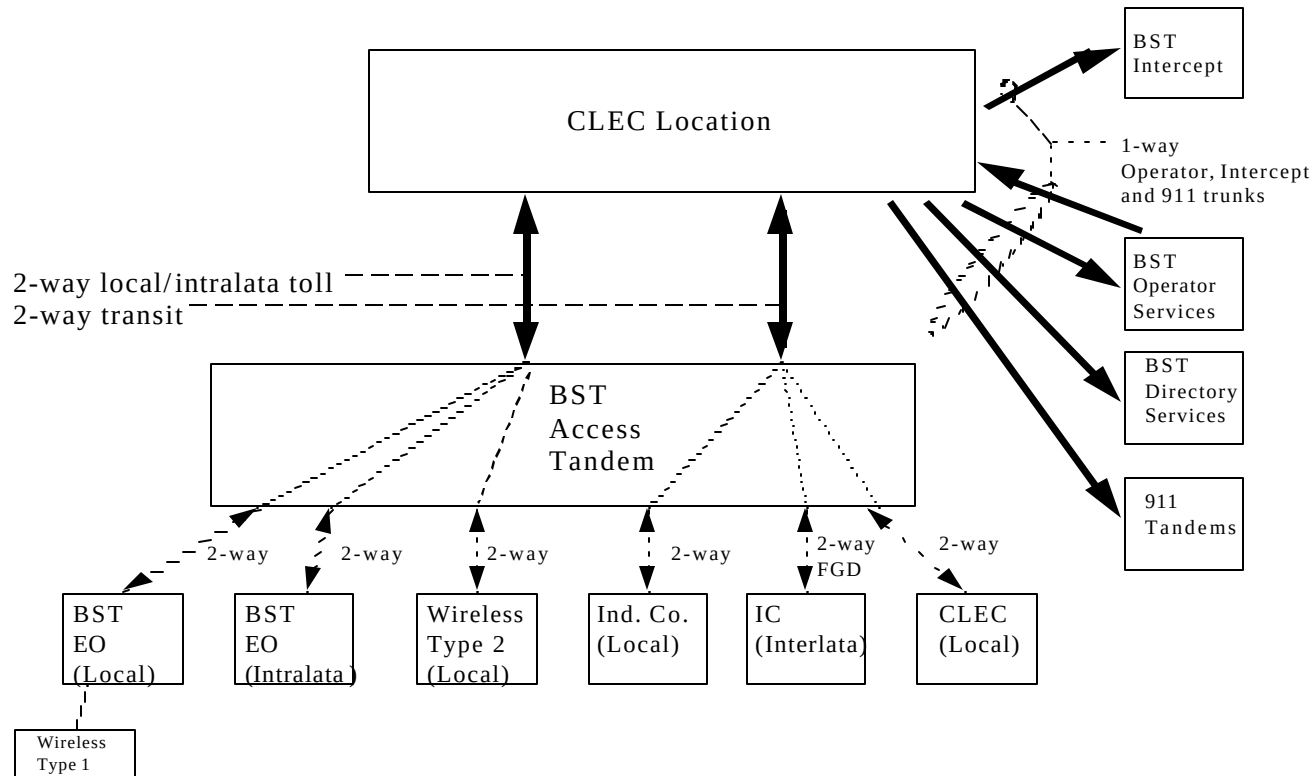


Exhibit E

SuperGroup Interconnection Architecture

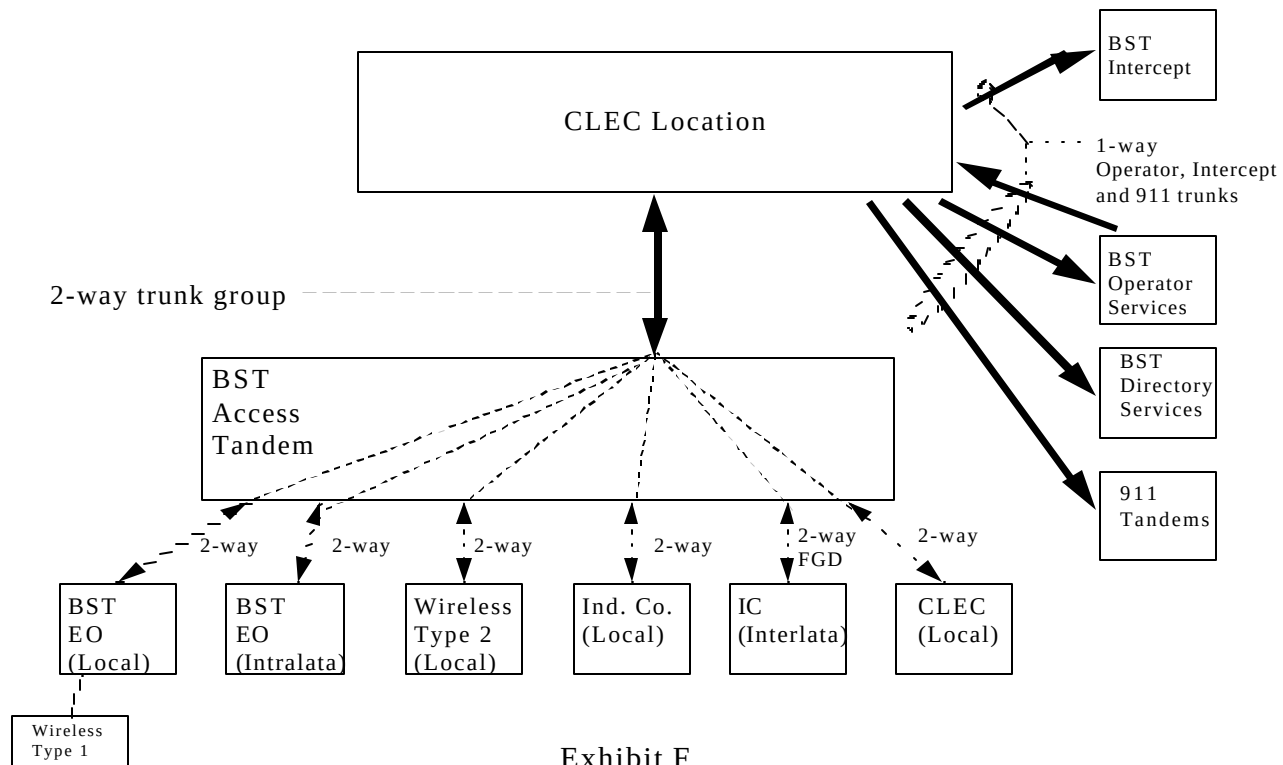


Exhibit F

Attachment 4

Collocation

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COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. BellSouth shall offer to AT&T collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when AT&T is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.

1.1.1 The Parties agree that for the purposes of this Attachment 4, "Day" means calendar day, unless otherwise specifically noted.

1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to AT&T a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by AT&T and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to these central offices, wire centers, buildings, and structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by AT&T may contemplate a request for space sufficient to accommodate AT&T's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to AT&T requesting that AT&T release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in AT&T's collocation arrangement is not being utilized by the end

of the second year from the date AT&T accepted the Collocation Space. AT&T, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case AT&T shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

1.3 Use of Space. AT&T shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating AT&T's equipment (to include testing and monitoring equipment) **necessary[BELLSOUTH PROPOSAL]** primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, AT&T may at its option, place AT&T-owned or AT&T-leased entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.

1.5 Rates and charges. AT&T agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 **[DELETED]**

2. **SPACE NOTIFICATION**

2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit AT&T to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space

available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform AT&T of the amount of space that is available. If no space is available, BellSouth will inform AT&T that virtual or adjacent collocation is an option at the requested Premises.

- 2.2 Reporting. Upon request from AT&T, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from AT&T must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify AT&T and inform AT&T of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying AT&T that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow AT&T, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the central office must be received by BellSouth within five (5) calendar days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) and the appropriate state and federal rules and regulations.

- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise AT&T as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

3. COLLOCATION OPTIONS

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow AT&T to collocate AT&T's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow AT&T to have direct access to its equipment and facilities but may require AT&T to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.5 of this Attachment 4. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.
- 3.1.1 Shared Cageless Collocation. AT&T may allow other telecommunications carriers to share AT&T's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation;

or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of AT&T's cageless collocation arrangement requires AT&T's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the AT&T cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. AT&T shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

3.2 Cages and Adjacent Arrangement Enclosures. At AT&T's option and upon request, BellSouth shall construct cages in compliance with AT&T's collocation request. At AT&T's request, BellSouth shall permit AT&T to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.2.1 When AT&T subcontracts the construction, AT&T must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at AT&T's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AT&T and AT&T's BellSouth Certified Vendor must comply with local building code requirements. AT&T's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation, including architectural drawings, necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require AT&T to remove or correct at AT&T's cost any structure that does not meet these standards.

3.2.3 AT&T must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to

BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access AT&T's locked enclosure prior to notifying AT&T. BellSouth shall notify AT&T in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse AT&T the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for AT&T to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. AT&T shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that AT&T shall immediately provide BellSouth with such new keys.

3.3 Shared Caged Collocation. AT&T may allow other telecommunications carriers to share AT&T's caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and AT&T shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment 4.

3.3.1 AT&T shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.

3.3.2 AT&T shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AT&T's Guests in the Collocation Space.

- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit AT&T to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit AT&T to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by AT&T itself. The Adjacent Arrangement shall be constructed or procured by AT&T and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, AT&T shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.
- 3.4.1 Should AT&T elect such option, AT&T must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AT&T and AT&T's contractor must comply with local building code requirements. AT&T's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. AT&T's BellSouth Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require AT&T, at AT&T's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.3 AT&T shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At AT&T's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.4.4 Where AT&T has elected to construct the adjacent enclosure itself, BellSouth shall deliver to AT&T the requested ground space thirty (30) days after BellSouth receives AT&T's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share AT&T's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.4.6 If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth must not require AT&T to move or prohibit AT&T from moving, a collocation arrangement into that structure in accordance with the rates terms and conditions of this Attachment 4. Instead, BellSouth must continue to allow AT&T to collocate in any adjacent controlled environmental vault, controlled environmental vault or similar structure that AT&T has constructed or procured unless otherwise agreed to by the Parties or as ordered by the Kentucky Public Service Commission

4. OCCUPANCY

- 4.1 Commencement Date. The "Commencement Date" shall be the day AT&T's equipment becomes operational as described in Section 4.2 of this Attachment 4.
- 4.2 Occupancy. BellSouth will notify AT&T in writing that the Collocation Space is ready for occupancy. AT&T must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. AT&T must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If AT&T fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request AT&T to return the space. AT&T is not required to return the

space if, within that thirty (30) day period: (1) AT&T utilizes the space by placing equipment in the space; (2) AT&T provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) AT&T enters into a sharing relationship for its space pursuant to Section 3.4 of this Attachment 4. In the event that AT&T does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to AT&T with respect to said Collocation Space. However, for good cause shown, AT&T may request and BellSouth will grant an extension of up to 30/60 days. Termination of AT&T's rights to the Collocation Space pursuant to this section shall not operate to release AT&T from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, AT&T's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2.1 If, after the initial installation of AT&T's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow AT&T's equipment to function in a manner that allows AT&T to provide telecommunications services to its end users, BellSouth will credit AT&T the floor space charges for the period of time that the AT&T equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with AT&T specifications.

4.2.2 Termination. Except where otherwise agreed to by the Parties, AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of AT&T's Collocation Space; provided, however, that AT&T shall continue payment of monthly fees to BellSouth until such date as AT&T has fully vacated the Collocation Space. Upon expiration of this Attachment, AT&T shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the AT&T except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, AT&T shall be responsible for the cost of removing any enclosure,

together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

- 5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment **necessary[BELLSOUTH PROPOSAL]** for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment **necessary[BELLSOUTH PROPOSAL]** for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. 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 AT&T to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.
- 5.1.2 AT&T shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 AT&T shall place a plaque or other identification affixed to AT&T's equipment, cage or adjacent structure necessary to identify AT&T's

equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on AT&T equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.
- 5.2 For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 Entrance Facilities. AT&T may elect to place AT&T-owned or AT&T-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If AT&T desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. AT&T will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the AT&T's equipment in the Collocation Space. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/BellSouth Right-of-Way Attachment 8, incorporated herein by this reference, AT&T must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AT&T is responsible for maintenance of the entrance cable.
- 5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide AT&T with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement.

The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. AT&T may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another AT&T collocation arrangement within the same Premises. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable.

5.4 Splicing in the Entrance Manhole. Although not generally permitted, should AT&T request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to AT&T by BellSouth, AT&T shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between AT&T's equipment and/or network and BellSouth's network located as close as reasonably possible to AT&T's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require AT&T to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. AT&T shall be responsible for providing, and AT&T's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. AT&T or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At

AT&T's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

- 5.6 AT&T's Equipment and Facilities. AT&T, or if required by this Attachment, AT&T's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain BellSouth's approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.
- 5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to AT&T when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. AT&T may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AT&T will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11 of this Attachment 4, AT&T shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AT&T agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AT&T employees, contractors, other occupants of AT&T's Collocation Space, or agents after termination of the employment relationship, contractual obligation with AT&T or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and AT&T shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys.

Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location. BellSouth must allow AT&T reasonable access to its selected collocation space during construction after receipt of a Bona Fide Firm Order.

- 5.8.1 Security Escort. A security escort will be required whenever AT&T or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to AT&T prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 5.8.2 Lost or Stolen Access Keys. AT&T shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. AT&T will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), AT&T shall pay for all reasonable costs associated with the re-keying. AT&T must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AT&T desires access to the Collocation Space.
- 5.8.3 AT&T authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by AT&T shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of AT&T violates the provisions of this paragraph, BellSouth shall give written notice to AT&T, which notice shall direct AT&T to cure the violation within forty-eight (48) hours of AT&T's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the

Parties agree to consult immediately and, if necessary, to inspect the arrangement. If AT&T fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AT&T's equipment. BellSouth will endeavor, but is not required, to provide notice to AT&T prior to taking such action and shall have no liability to AT&T for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.9.1 AT&T will be responsible for notifying BellSouth of any significant outages of AT&T's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.10 Personalty and its Removal. Subject to requirements of this Attachment, AT&T may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by AT&T 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 personalty and may be removed by AT&T at any time. Any damage caused to the Collocation Space by AT&T's employees, agents or representatives during the removal of such property shall be promptly repaired by AT&T at its expense.
- 5.11 Alterations. In no case shall AT&T or any person acting on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by AT&T.
- 5.12 Janitorial Service. AT&T will not be responsible for costs associated with maintenance and upkeep of the building. AT&T shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial

services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. AT&T shall submit an application document when AT&T or AT&T's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide AT&T with a single point of contact for all inquiries regarding collocation.

6.1.1 Initial Application. For AT&T or AT&T's Guest(s) initial equipment placement, AT&T shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"). The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event AT&T or AT&T's Guest(s) desire to modify the use of the Collocation Space, AT&T shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AT&T in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by AT&T for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event that the modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from AT&T within thirty (30) calendar days following AT&T's receipt of a bill or invoice from BellSouth.

- 6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3 Bona Fide Firm Order. AT&T shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires AT&T to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTE-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order"). The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to AT&T's Bona Fide Application. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of AT&T or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. **If BellSouth needs to reevaluate AT&T's application as a result of changes requested by AT&T to AT&T's original application, then BellSouth will charge AT&T a Subsequent Application Fee. [BELLSOUTH PROPOSAL]** Major changes such as requesting additional space or adding additional equipment may require AT&T to resubmit the Application with an Application Fee.

- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of AT&T's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.
- 6.3.2 Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.4 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth and AT&T may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and AT&T will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to AT&T during the joint planning meeting or as

soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. AT&T and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by AT&T. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to AT&T that the collocation space is ready for occupancy. BellSouth will correct any deviations to AT&T's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, AT&T will execute a written document accepting the Collocation Space.

6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. AT&T shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, AT&T must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide AT&T with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing AT&T's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and AT&T upon successful completion of installation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify AT&T or any vendor proposed by AT&T when either satisfactorily completes BellSouth's certified vendor program.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and AT&T's equipment and facilities. Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AT&T's Collocation Space. Upon request, BellSouth will provide AT&T with

applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

- 6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for AT&T's Collocation Space within the Premises and shall make available AC power at AT&T's option for Adjacent Arrangement collocation. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of AT&T's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then AT&T has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where AT&T performs its own dedicated Power Plant Construction, upon termination of this Attachment AT&T shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of AT&T, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.9 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. AT&T shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event AT&T opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to AT&T as prescribed in Section 7.5.
- 6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, AT&T may purchase Cross-Connects as set forth in Exhibit A, and AT&T may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, AT&T may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by AT&T, such information will be provided to AT&T in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to AT&T within 180 days of BellSouth's written denial of AT&T's request for physical collocation, and (ii) AT&T was not informed in the written denial that physical collocation space would become available within such 180 days, then AT&T may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AT&T must arrange

with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

- 6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.
- 6.11 Cancellation. If, at anytime, AT&T cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by AT&T which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by AT&T, AT&T will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount AT&T would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.12 Licenses. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

- 7.1 BellSouth may begin billing AT&T for recurring charges for the Collocation Space on the date that AT&T executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment, **or on the date AT&T first occupies the Collocation Space whichever is sooner. If AT&T fails to schedule a**

walkthrough pursuant to Section 6.4.3, then BellSouth shall begin billing AT&T for recurring charges as of the date of BellSouth's notification to AT&T that the Collocation Space was ready for occupancy.[BELLSOUTH PROPOSAL]

- 7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee.
- 7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power AT&T's equipment. When the Collocation Space is enclosed, AT&T shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AT&T shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event AT&T's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AT&T shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner.
- 7.5 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to AT&T's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of AT&T's request to collocate in that central office ("Power Plant Construction"), AT&T shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify AT&T of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant

construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by AT&T in its physical collocation application. AT&T shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. AT&T shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

7.5.1 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of this Attachment 4, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). AT&T will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8 INSURANCE

8.2 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

9 MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or AT&T), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be

placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

- 10.1 BellSouth shall conduct an inspection of AT&T's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AT&T's equipment and equipment of BellSouth. BellSouth may conduct an inspection if AT&T adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AT&T with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, AT&T is found to be in non-compliance with the terms and conditions of this section, AT&T must modify its installation to achieve compliance.

11. SECURITY AND SAFETY REQUIREMENTS

The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.[BELLSOUTH PROPOSAL]

11.2 AT&T will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AT&T employee or agent being considered for work on the BellSouth Premises, for the states/counties where the AT&T employee or agent has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.[BELLSOUTH PROPOSAL]

AT&T will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.

AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).[BELLSOUTH PROPOSAL]

For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions

**other than misdemeanor traffic violations.[BELLSOUTH
PROPOSAL]**

- 11.6 At BellSouth's request, AT&T shall promptly remove from the BellSouth Premises any employee or agent of AT&T's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview AT&T's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to AT&T's Security contact of such interview and arranges for AT&T's Security personnel to participate. AT&T and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that AT&T's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill AT&T for BellSouth property which is stolen or damaged where an investigation determines the culpability of AT&T's employees, agents or contractors and where AT&T agrees, in good faith, with the results of such investigation. AT&T shall notify BellSouth in writing immediately in the event that AT&T discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the

other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.
- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to AT&T, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:
 - 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house AT&T equipment.
 - 11.12.2 Insure that the area that houses AT&T's equipment is adequately secured and monitored to prevent unauthorized entry.
 - 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
 - 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house AT&T equipment or equipment enclosures.
 - 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house AT&T equipment or equipment enclosures.
 - 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of AT&T's Collocation Space, upon BellSouth discovery of such breach.

12 NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELL SOUTH PREMISES

- 12.1 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. BellSouth will inform AT&T by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, AT&T shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

- Equipment or Central Office Engineering
- Outside Plant Engineering
- Physical & Logical Security
- Provisioning
- Maintenance
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

13 DESTRUCTION OF COLLOCATION SPACE

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the

property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AT&T's acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where AT&T has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment 4, AT&T shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 EMINENT DOMAIN

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and AT&T shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15 RELOCATION OF AT&T'S EQUIPMENT

- 15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent AT&T from having to relocate its equipment during the term of this Agreement. If AT&T, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse AT&T for any and all costs reasonably associated with such relocation.

16 NONEXCLUSIVITY

- 16.1 AT&T understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Attachment of obtaining Collocation Space.

**BELLSOUTH/AT&T RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee*	Per request	NA	\$3,135.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.38 \$3.30 \$112.11	\$1,202.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh* Welded Wire-mesh*	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$189.85 \$18.62	NA NA
PE1PJ	Floor Space*	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation*	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure*	Per entrance cable	\$20.14	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.77 \$5.58 \$11.16 \$16.74 \$38.65	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire* 4-wire* DS-1* DS-3* 2-fiber* 4-fiber*	Per cross connect	\$0.037 \$0.075 \$1.51 \$19.15 \$3.80 \$6.75	First/Add'l \$33.67/\$31.78 \$33.66/\$31.70 \$52.97/\$39.90 \$52.04/\$38.62 \$52.04/\$38.63 \$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation*	Per card	\$0.059	\$55.59
PE1AA	Administrative change, existing card*	Per card		\$15.59
PE1AR	Replace lost or stolen card*	Per card		\$45.58
PE1AK	Initial Key*	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key*	Per key	NA	\$26.20
PE1SR	Space Availability Report*	Per premises requested		\$2,151
PE1PE	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.06	NA
PE1PG	4-Wire Cross-Connect		\$0.15	NA
PE1PH	DS1 Cross-Connect		\$0.58	NA
PE1B2	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect*		\$38.79	NA
PE1B4	4 Fiber Cross-Connect*		\$52.31	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$33.86/\$21.46
PE1PT	Overtime		NA	\$44.10/\$27.72
	Premium Time		NA	\$54.35/\$33.97
PE1CR	Cable Records ¹			Note 2
PE1CD				Initial/subsequent
PE1CO	Cable Records*	Per request	NA	\$1709/1166
PE1C1	VG/DS0 Cable*	Per cable record	NA	\$923.83/\$923.83
PE1C3	VG/DS0 Cable*	Per each 100 pair	NA	\$18.03/\$18.03
PE1CB	DS1*	Per T1TIE	NA	\$8.44/\$8.44
	DS3*	Per T3TIE	NA	\$29.54/\$29.54
	Fiber Cable*	Per cable record	NA	\$279.05/\$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. **GENERAL PRINCIPLES**

1.1 Compliance with Applicable Law. BellSouth and AT&T agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and AT&T shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AT&T should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AT&T to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. AT&T will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AT&T space with proper notification. BellSouth reserves the right to stop any AT&T work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by AT&T are owned by AT&T. AT&T will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AT&T or different hazardous materials used by AT&T at BellSouth Facility. AT&T must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AT&T to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and AT&T will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AT&T will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AT&T must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and AT&T shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, AT&T agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AT&T further agrees to cooperate with BellSouth to ensure that AT&T's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AT&T, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)

Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. **DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. **ACRONYMS**

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

**Access to Numbers
and
Number Portability**

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Exhibit A, Local Number Portability Ordering Guide for CLECs

Exhibit B, Rates for Service Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1 Non-Discriminatory Access to Telephone Numbers

- 1.1 During the term of this Agreement, AT&T shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, AT&T will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC") and in such instances BellSouth may request that AT&T cancel all or a portion of its reservations of numbers. AT&T's consent to such request shall not be unreasonably withheld.
- 1.3 Further, upon AT&T request and for the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will reserve up to 100 telephone numbers per CLLIC, for AT&T's sole use. Such telephone number reservations shall be transmitted to AT&T via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for AT&T's reasonable need in that particular CLLIC.

2 Permanent Number Portability

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim

Service Provider Number Portability ("SPNP") is available pursuant to Section 3 of this Attachment 5.

- 2.2 BellSouth and AT&T will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.
- 2.2.1 BellSouth and AT&T will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.
- 2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
- 2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.2.4 BellSouth will provide ordering support for AT&T's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 15, incorporated herein by this reference. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, AT&T may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to AT&T 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.
- 2.2.5 AT&T will provide ordering support for BellSouth's PNP requests Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.
- 2.2.6 Service Quality Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.
- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experiences or as offered to other CLECs.

- 2.4 AT&T may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to AT&T where AT&T is a subscriber to local switching or where AT&T is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 2.6 **LRN-LNP employs an "N-1" Query Methodology**
- 2.6.1 For interlata or intralata toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the LNP query. In this situation, the toll carrier is the N-1 carrier.
- 2.6.2 For a local call to a ported number, BellSouth or AT&T, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.
- 2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.
- 2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the ten digit Location Routing Number ("LRN") in accordance with the applicable industry technical standards.
- 2.7 **SMS Administration**
- 2.7.1 AT&T and BellSouth will adhere to the Number Portability Administration Center ("NPAC") Service Management System ("SMS") Functional Requirements Specification ("FRS") as described in the NANC-FRS-

Number Portability Administration Center–SMS, Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

2.8 **Project Management Guidelines for PNP**

2.8.1 BellSouth will project manage a PNP order from AT&T if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term “Project Manage” means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

2.9 **Excluded Numbers**

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

2.10 **Mass Calling Numbers/Choke Networks**

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX's associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.

2.11 **Operator Services, Line Information Database (“LIDB”) and Directory Assistance**

2.11.1 If Operator Services, LIDB and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.

2.12 If Integrated Services Digital Network User Part (“ISUP”) signaling is used, BellSouth and AT&T shall provide, if technically feasible, the Jurisdiction Information Parameter (“JIP”) in the SS7 Initial Address Message (“IAM”) in accordance with applicable industry standard technical references.

2.13 **Porting of PNP DID Block Numbers**

BellSouth and AT&T shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

3 **Service Provider Number Portability**

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LENG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.

4 **SPNP Implementation**

4.1 SPNP is available only where a AT&T or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.

- 4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.
- 4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- 4.9 If SPNP is deployed by either Party and prior to conversion to PNP:
- 4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt ("EI") trunks to the requesting Party's End Office for Busy Line Verification/Busy Line Interrupt ("BLV/BLI") call requests for lines that terminate at the requesting Party's End Office;
- 4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;
- 4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number ("TLN")-based card numbers when a customer ports its number to the AT&T;
- 4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by AT&T on the appropriate service request.

- 4.9.5 AT&T shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all ported numbers will remain in the Public Service Answering Points ("PSAP") routing databases. When remote call forwarding ("RCF") is used, both the ported numbers and shadow numbers for a Party's ported subscribers shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.
- 4.9.6 Cut-over intervals for SPNP provided to AT&T end users will be at parity with the intervals experienced by BellSouth end users, BellSouth itself, or any other CLEC, in accordance with the Service Quality Measurements in Attachment 9, incorporated herein by this reference.
- 4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by AT&T or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.
- 4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service.
- 4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.

- 4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.
- 4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.
- 4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.
- 4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.
- 4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- 4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.11.8 BellSouth and AT&T shall offer number portability to customers for any portion of existing DID block without being required to port the entire block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.
- 4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit A to this Attachment 5.
- 4.12 **Route Indexing**
- 4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").

- 4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.
- 4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the AT&T switch where the number has been ported. The BellSouth switch shall send without a prefix the originally dialed number to AT&T's switch.
- 4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, AT&T may designate both methods so that calls to ported numbers are first directed to AT&T's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.
- 4.12.5 For both RI-PH and DN-RI the trunks used may, at AT&T's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

5 LERG Reassignment

- 5.1 BellSouth and AT&T will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

6 Rates

- 6.1 Rates for SPNP are set out in Exhibit B to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 6.2 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit A of Attachment 2, incorporated herein by this reference.

7 Transition to Permanent Number Portability

- 7.1 Once PNP is implemented in an end office , with advance written notice, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Local Number Portability Ordering Guide for CLECs

Local Number Portability Ordering Guide for CLECs

Network & Carrier Services

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October 1999

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Introduction

Purpose

This document contains information on Local Number Portability for CLECs interested in ordering this service from BellSouth. The Guide is intended to increase the CLEC's understanding of LNP Order Process at BellSouth; to provide guidelines for LSR completion; and to offer information on critical success factors for LSR submission.

This guide is intended to be used as a supplement to, not a replacement for, the **BellSouth Ordering Guide for CLECs** and the **LEO Implementation Guide**, which are available on-line through the BellSouth Interconnection website at: <http://www.interconnection.bellsouth.com/guides/guides.html>

Information resources reviewed for this guide include, but are not limited to:

- BellSouth CLEC Interconnections Web Site
- BellSouth Interconnection Services Ordering Guide for CLECs
- BellSouth LNP Documentation
- North American Numbering Council (NANC) Architecture and Administrative Plan for Local Number Portability
- North American Numbering Council (NANC) Inter-Service Provider LNP Operations Flows
- www.fcc.gov
- www.npac.com/home.htm
- www.ported.com

Version Information

Table A Revision History

Chapter	Action Request #	Date/Issue	Description
Various	N/A	October 1999/ 1b	General Revision
Various	N / A	April 2, 1999 / 1a	General Revisions
All	N / A	March, 1999 / 1	First Issue

1. Introduction to Local Number Portability

1.1 Description of LNP

Local Service Provider Portability

Local Number Portability (LNP) is a part of local competition that provides end users with the ability to retain their phone numbers when they change their Local Service Provider.

Phase	Description
Local Service Provider (SPP)	Allows customers to keep their current telephone number(s) if they chose to switch from their current Local Service Provider to another.

The Telecommunications Act of 1996 requires BellSouth to provide a mechanism for customers to retain their current telephone numbers when they change their Local Service Provider.

Orders of the FCC pursuant to the Telecommunications Act of 1996 provide deadlines for implementing Local Service Provider Portability (SPP) in the top 100 metropolitan areas in the United States. The BellSouth territory includes 21 of the top 100 metropolitan areas. To learn more about BellSouth's implementation schedule plan , please visit us at:

Note: http://g8058183.ga.bst.bls.com/ibu/files/infra_lnp/LNP/LNPtrack.xls

1.2 Network Provisioning for Local Number Portability

Interim Number Portability (INP) is a temporary solution for porting numbers which involves two telephone numbers to route calls to the serving wire center using one of the following methods:

- Remote Call Forwarding
- Direct Inward Dialing
- Route Index Hubbing

Local Number Portability (LNP) is the long range solution for Service Provider Portability (SPP) and includes the following characteristics:

- uses only one telephone number.
- requires significant network architecture hardware and software upgrades.
- uses the Advanced Intelligent Network (AIN).
- requires new routing methodology to send calls to the wire center of the company currently providing the local service.

Note: All calls to a port eligible NPA NXX will route using the AIN to look up the correct routing information (LRN) for the telephone number.

The **LNP Gateway (LNP GW)** is a major link in the LNP process for BellSouth since it provides both internal and external communications with various interfaces and processes, including:

- linking BellSouth to the Number Portability Administration Center (NPAC).
- allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- providing interface between NPAC and AIN SMS for LNP routing processes.

The **Number Portability Administration Center (NPAC)** is a neutral third party organization that oversees the porting of telephone numbers for Local Number Portability. The NPAC maintains and communicates LNP-related data including

- Old Service Provider ID (OCN)
- New Service Provider ID (OCN)
- Local Routing Number (LRN)
- Due Dates
- CLASS-DPC
- CLASS-SSN
- LIDB-DPC
- LIDB-SSN
- CNAM-DPC
- CNAM-SSN
- ISVM-DPC
- ISVM-SSN

The BellSouth LNP Gateway must communicate with the NPAC as to whether numbers are porting out or porting in. The messages sent to and from the NPAC are called Subscription Versions (SVs). Subscription Versions are the messages that flow through the NPAC to provide information for routing calls to ported numbers. The SV can only contain one telephone number (TN), which means that one LSR may have many TNs and SVs associated with it.

LSRs for INP

LSRs requesting Interim Number Portability (INP) will not be accepted with due dates by BellSouth after the completion for each phase. If the due date is between ready to port and completion date, the CLEC may request INP or LNP.

1.3 LNP Order Status

Online Order Status Information For Faxed LSR's

CLEC PON Status Reports for faxed LNP LSRs are now available via BellSouth's website at **<https://clec.bellsouth.com>**. This report is located in the same location as your company's measurement reports. The information can be found as report number 00 (PON Report) on the CLEC reports page.

The report will provide status for all orders tracked into BellSouth's Local Order Number (LON) systems for the most recent 31 days. The report is CLEC specific. This will answer the majority of questions CLECs have about orders that have been submitted.

Each CLEC will be required to have a specific login and password to access these reports. The application for this report is also found on the web. Once the form is completed, it should be sent to the account team for processing.

EDI/TAG POS and CN

Users submitting LSR's through EDI or TAG receive Pending Order Statuses (POS) and Jeopardy Notifications back through the return path for these systems. Completion notification (CN) is sent when all service orders associated with the LSR are complete.

2. LNP Order Process Flows

2.1 High Level LNP Order Process Flow and Narrative

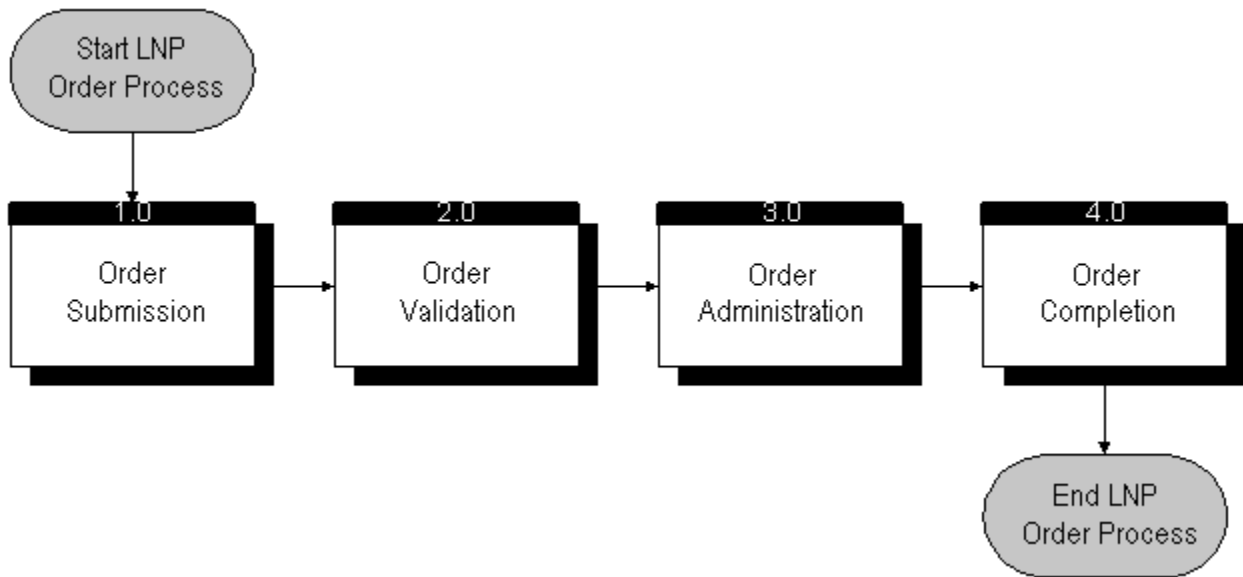


Figure 1 High Level LNP Order Process Flow

Step	Action
1.0 Order Submission:	CLEC sends LNP LSR to BellSouth LCSC via fax, EDI, or TAG.
2.0 Order Validation:	BellSouth validates CLEC LSR for errors, and requests clarification when necessary.

Step	Action
3.0 Order Administration:	BellSouth sends FOC to CLEC if clarification is not needed. CLEC receives FOC and immediately sends Create SV to NPAC. BellSouth then sends Concur SV to NPAC. The CLEC sends the Activate SV to NPAC on the Due Date, porting the number.
4.0 Order Completion:	BellSouth completes the Disconnect order and sends E911 Unlock message to SCC. CLEC sends E911 Migrate message to SCC.

2.2 Detailed LNP Order Process Flow and Narrative

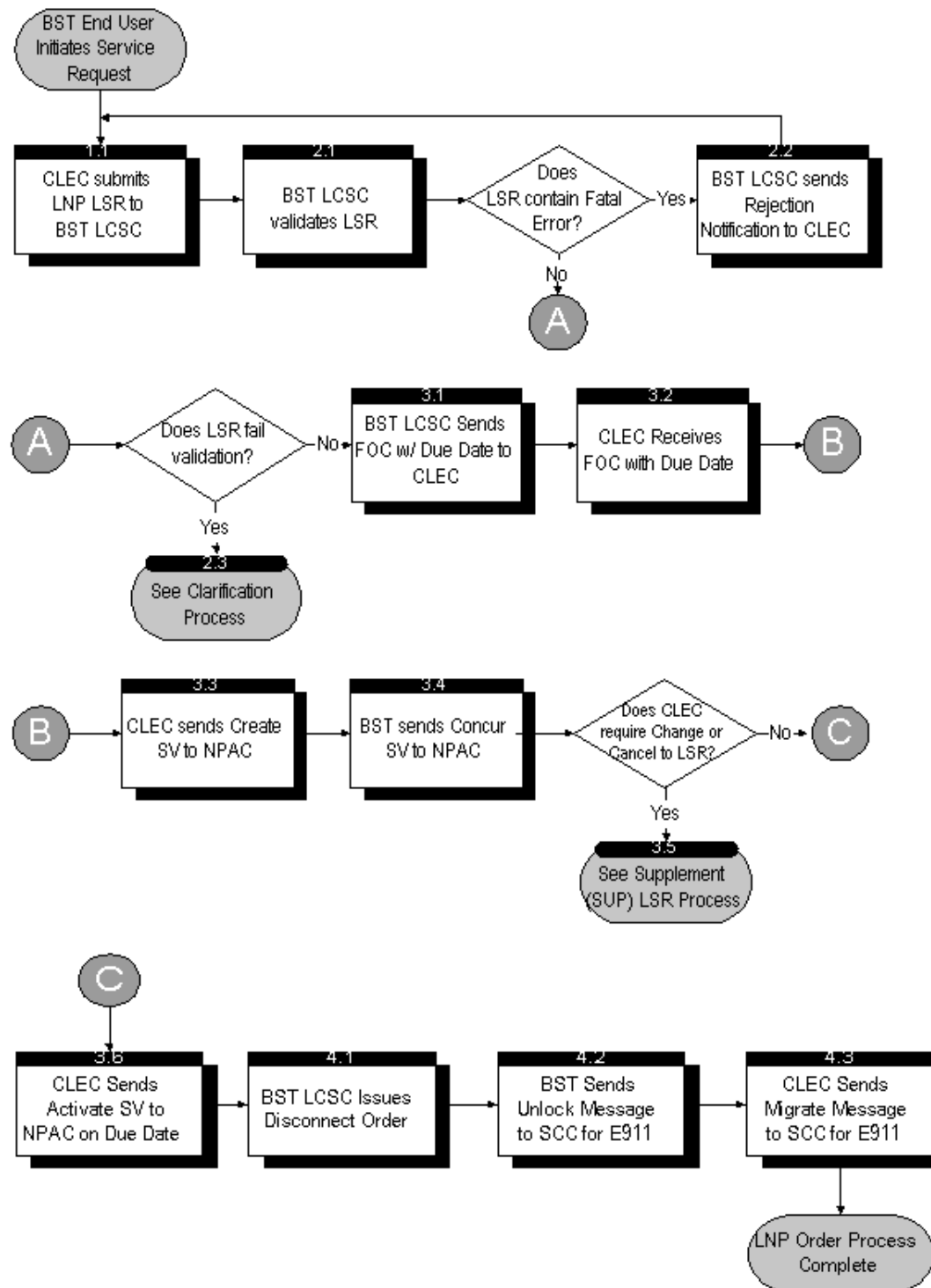


Figure 2 Detailed LNP Order Process Flow

2.2.1 LNP Order Process - Port Out and Port Out with Loop

1.0 Order Submission

1.1

Step	Action
Process Step	CLEC sends LNP LSR to BST LCSC via fax, EDI or TAG
Predecessor	Bell South End User initiates LNP Request with CLEC
Input	End-user CSR; BellSouth Ordering Guide for CLECs; order forms; BellSouth Standard Interval information; BellSouth LNP Ordering Checklist (Section 8.0 of BellSouth LNP Ordering Guide for CLECs)
Output	BellSouth LCSC receives paper copy LSR via fax server OR digital LSR for EDI or TAG orders
Key Interface	Fax; EDI; TAG
Notes	LSR format defined by OBF

2.0 Order Validation

2.1

Step	Action
Process Step	BST LCSC validates LSR
Predecessor	CLEC submission of LSR
Input	CLEC LSR
Output	Validated LSR

Step	Action
Key Interface	BellSouth LNP-Gateway
Notes	CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of customer record information, address, etc.
Decision Point	

Step	Action
Process Step	Does LSR contain Fatal Error*?
If YES:	Proceed to 2.2 "BST LCSC sends Rejection Notification to CLEC"
If NO:	Proceed to Decision Point "Does LSR fail validation?"
Notes	*Fatal Reject errors include missing required fields, duplicate PON, and invalid entries.
2.2	

Step	Action
Process Step	BST LCSC sends Rejection Notification to CLEC
Predecessor	CLEC LNP LSR contains fatal errors (e.g., missing fields, duplicate PON, invalid entries)
Input	Rejected LSR
Output	Notification of fatal errors sent to CLEC
Key Interface	Fax, EDI, TAG, BellSouth LNP-Gateway
Notes	Fatal reject notices for EDI or TAG orders will be transmitted electronically via EDI or TAG. Fatal reject notices for faxed orders will be transmitted via fax.

Decision Point

Step	Action
Process Step	Does LSR fail validation?
If YES:	Proceed to 2.3 "Clarification Process"
If NO:	Proceed to 3.1 "BellSouth LCSC Sends FOC with Due Date to CLEC"

2.3

See Clarification Process

3.0 Order Administration

3.1

Step	Action
Process Step	BST LCSC Sends FOC with Due Date to CLEC
Predecessor	CLEC LSR passes BellSouth LNP Gateway validation.
Input	Valid LSR
Output	FOC is sent to CLEC via EDI, TAG, or fax; BellSouth LCSC issues 10 digit trigger order if applicable
Key Interface	EDI; TAG; fax; BellSouth LNP Gateway
Notes	"Trigger" may not be applicable for all types of service. See Local Number Portability Rules in section 4.0 for more details.

3.2

Step	Action
Process Step	CLEC receives FOC with Due Date
Predecessor	BellSouth LCSC sends CLEC FOC via fax, EDI, or TAG
Input	Valid LSR with FOC
Output	CLEC receives FOC with Due Date
Key Interface	Fax; EDI; TAG

3.3

Step	Action
Process Step	CLEC sends Create SV to NPAC with Due Date on FOC and Time set to 00:00
Predecessor	FOC received by CLEC
Input	FOC with Due Date sent by BellSouth LCSC
Output	NPAC notifies BellSouth LCSC that CLEC has sent Create SV
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	SV - Subscription Version BellSouth will place SVs in Conflict if CLEC sends the Create SV to NPAC prior to CLEC receiving FOC from BellSouth.

3.4

Step	Action
Process Step	BST LCSC sends Concur SV to NPAC with Due Date on FOC and Time set to 00:00
Predecessor	BellSouth receives notification of Create SV from NPAC
Input	Create SV sent by CLEC to NPAC
Output	NPAC notifies CLEC that Concur SV has been sent by BellSouth
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	BellSouth LCSC has <u>18 hours</u> after Create SV to send Concur SV to NPAC.
Decision Point	

Step	Action
Process Step	Does CLEC require Change* or Cancel to Original LSR?
If YES:	Proceed to 3.5 "Supplement (SUP) LSR Process"
If NO:	Proceed to 3.6 "CLEC sends Activate SV to NPAC with Due Date on FOC"
Notes	*Change to original LSR includes: Due Date change; Add/Remove TNs

3.5

See Supplement (SUP) LSR Process

3.6

Step	Action
Process Step	CLEC Sends Activate SV to NPAC on Due Date on FOC
Predecessor	BellSouth LCSC sends Concur SV to NPAC
Input	CLEC receives Concur SV from NPAC
Output	NPAC receives Activate SV from CLEC on Due Date on FOC
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	BellSouth is no longer responsible for customer after CLEC sends Activate SV to port the number. Activate SV should be sent for <u>all</u> telephone numbers on the LSR.

4.0 Order Completion

4.1

Step	Action
Process Step	BST LCSC Issues Disconnect Order
Predecessor	CLEC sends Activate SV to port number.
Input	NPAC notification of CLEC Activate SV sent to BellSouth
Output	Disconnect service orders issued by BellSouth LCSC

Step	Action
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	Following this point, questions regarding maintenance & repair should go to the UNE Center. LCSC will not issue disconnect until the Activate SV is received for <u>all</u> telephone numbers on LSR.

4.2

Step	Action
Process Step	BST sends Unlock Message to SCC for E911
Predecessor	BellSouth completes Disconnect service order
Input	Disconnect service order
Output	SCC receives BellSouth's Unlock message
Key Interface	SCC
Notes	BellSouth will not send the Unlock message to SCC before the Disconnect service order is complete. BellSouth will not send the Unlock message for E911 until Activate SV is received for <u>all</u> telephone numbers on LSR.

4.3

Step	Action
Process Step	CLEC Sends Migrate Message to SCC for E911
Predecessor	BellSouth Unlock message has been received by E911 SCC
Input	BellSouth Unlock message

Step	Action
Output	E911 record locked
Key Interface	SCC
Notes	If CLEC Migrate (Lock) message makes it to SCC before BellSouth's Unlock Message, then the CLEC message goes on an error report. BellSouth will not send Unlock message to SCC until CLEC has sent Activate SVs to NPAC for <u>all</u> telephone numbers on LSR.

3. LNP Clarification and Supplement (SUP) LSR Process Flows

3.1 Detailed LNP Clarification Process Flow and Narrative

Clarifications

Any LSR will be returned to the CLEC for clarification when BellSouth is not able to issue the orders requested due to:

- incomplete information
- incorrect information
- conflicting information

For faxed requests, clarifications will be sent via fax. Clarifications for EDI or TAG orders are sent via EDI or TAG. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR. (SUP)* If no response is received, the LSR will be canceled on the eleventh day. If canceled by BellSouth, a new LSR (PON) must be submitted.

Note: * SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

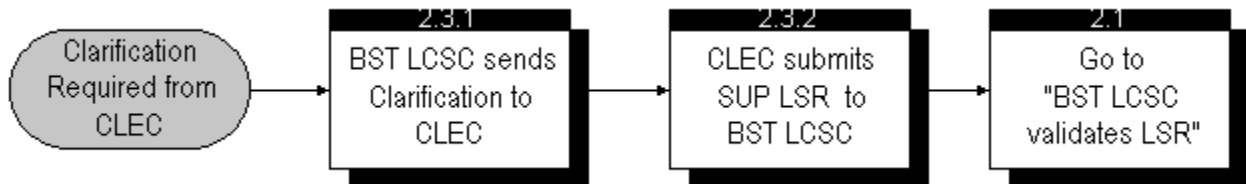


Figure 3 Detailed LNP Clarification Process Flow

3.1.1 Clarification Process

2.3.1

Step	Action
Process Step	BST LCSC sends Clarification to CLEC via Fax, EDI, or TAG
Predecessor	LSR falls out of BellSouth LNP-Gateway and requires clarification

Step	Action
Input	LSR rejected by BellSouth LNP-Gateway for clarification
Output	Clarification sent to CLEC via fax, EDI, or TAG
Key Interface	Fax; EDI; TAG
2.3.2	

Step	Action
Process Step	CLEC submits SUP LSR via fax, EDI, or TAG to BST LCSC
Predecessor	LSR falls out of LNP-Gateway and requires clarification
Input	Clarification sent by LCSC via fax, EDI, or TAG to CLEC
Output	SUP LSR sent to LCSC
Key Interface	Fax; EDI; TAG
Notes	SUP must be sent via the same channel (EDI, TAG or fax) as the original LSR.

2.1

Go to "BST LCSC validates LSR"

3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative

Supplement (SUP) LSR

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,

- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

If a CLEC is changing the original LSR, a SUP LSR must be filed with BellSouth prior to any contact with NPAC.

Note: SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

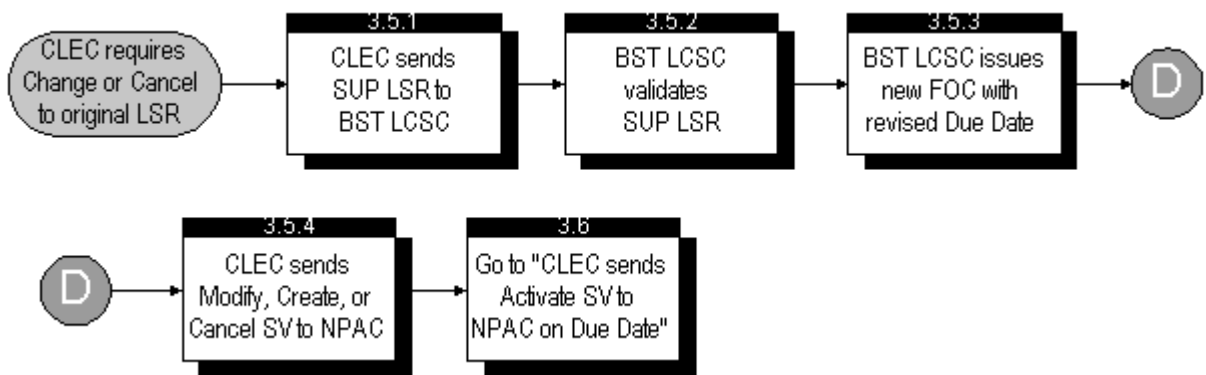


Figure 4 Detailed Supplement (SUP) LSR Process Flow

3.2.1 Supplement (SUP) LSR Change Process

3.5.1

Step	Action
Process Step	CLEC sends SUP LSR to BST LCSC
Predecessor	Create and Concur SV received by NPAC for original LSR
Input	Original FOC and LSR; SUP LSR
Output	BST LCSC receives SUP LSR via fax, EDI, or TAG

Step	Action
Key Interface	EDI; TAG; Fax
Notes	SUP LSR must be sent to BellSouth LCSC and revised FOC received by CLEC prior to CLEC sending Modify SV to NPAC. CLEC must complete SUP field and VER field on LSR form.

3.5.2

Step	Action
Process Step	BST LCSC validates SUP LSR
Predecessor	CLEC submission of SUP LSR
Input	CLEC SUP LSR
Output	Validated SUP LSR; BellSouth updates internal records with supplemental information on LSR
Key Interface	BellSouth LNP-Gateway

3.5.3

Step	Action
Process Step	
Predecessor	BellSouth receives and validates SUP LSR from CLEC
Input	SUP LSR; original LSR and FOC
Output	BellSouth LCSC updates internal records with new Due Date; new FOC sent to CLEC via fax, EDI, or TAG

Step	Action
Key Interface	BST LNP-Gateway; EDI; TAG; fax
Notes	CLEC must receive FOC prior to sending Modify SV to NPAC Revised Due Date on FOC will be based on the receipt of SUP LSR and the BST Standard Intervals.

3.4

Step	Action
Process Step	CLEC sends Modify, Create or Cancel SV to NPAC
Predecessor	CLEC receives revised FOC with new Due Date
Input	SUP LSR; Revised FOC with new Due Date
Output	NPAC receives Modify, Create, or Cancel SV
Key Interface	NPAC - Service Order Administration (SOA)
Notes	If changing the Due Date on LSR, CLEC sends a Modify SV If removing TNs to port from original LSR, CLEC sends a Cancel SV for each TN. If adding TNs for porting, CLEC sends Create SVs for each new TN on the SUP LSR. If canceling the original LSR, CLEC sends Cancel SV to NPAC.

3.6

Go to "CLEC Sends Activate SV to NPAC on Due Date"

4. Requirements for LNP Ordering

4.1 Requirements for LNP Ordering

A telephone number may port out when all of the following are true:

- NPA NXX is portable.
- telephone number is a working number or end user is paying to reserve the number.
- end user name on the LSR matches the BellSouth customer record.
- end user address on the LSR is in the same Toll Message Rate Center (TMRC) as the address on the BellSouth customer record.
- number is associated with a line type that is portable. (Refer to Local Number Portability Rules - Section 4.2 below to determine if service type is portable and if a trigger order is necessary)

The responsibilities for porting out telephone numbers are described in the following table.

Table B The responsibilities for porting out telephone numbers are described in the following table

Work Group	Responsibilities
CLEC	• Send LSR to BellSouth to request number(s) to be ported. • Receives FOC before sending SVs to NPAC. • Provide service to end user. • Notify the NPAC when ready to port the number. • Update E911 information. • Send SUP LSR to change Due Date, Cancel LSR, or modify TN on LSR.
LCSC	• Process LSR and FOC for port out requests. • Issue trigger/port out/listing/loop service orders. • Send and receive NPAC messages.
UNE Center	• Coordinate port out with loop orders with CLEC as needed. • Complete port out with loop orders as needed. Note: UNE Center is involved in provisioning only if loop is requested.

4.2 Local Number Portability Rules

The following table may be used to determine if the service type is portable and if a trigger order is required. The existing service or line type is for reference only because the service is not portable. Only the number is ported.

Table C Local Number Portability Rules

Service / Line Type	Portable - w/ LRN	Trigger	Notes
AdWatch	Y	N	The number will no longer work for AdWatch once it is Ported.
Choke Codes	N		Does not involve LRN

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Denied for Non-Pay	Y	N	
DID (Block of 20)	Y	N	To Port a portion of a range will require special assembly.
ESSX / MultiServ	Y	Y	If lines are in a hunting arrangement, see hunting Lines below.
FX / FCO	Y	Y	The number can be ported within the same Toll Message Rate Center (TMRC). The BST designed circuit will be disconnected and the new service provider must establish the service.
Hunting Lines	Y	Y	If not all of the numbers in the hunt group are porting, the numbers porting must be removed from the hunt group the day before the port due date. CLEC can determine Frame Due Time or use BST default of 9:00 PM day before Port.
ISDN	Y	Y	
N11	N		
Out dial trunks	Y	N	
Party Line	Y	N	The number may be ported without loop. The BST service must be disconnected
Remote Call Forwarding / Interim Number Portability	Y	N	
Reserved numbers	Y	N	Only numbers reserved with chargeable USOCs may be ported
RingMaster	Y	N	
Sub-Let	Y	Y	
Surrogate Client Number	Y	N	
Suspend for season	Y	N	
Uniserve	N		

- continued -

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Warm Line	N		
ZipCONNECT	N		

4.3 Required Forms

Required Forms for Port Out

The CLEC submits the following forms to the LCSC to request telephone numbers to Port Out:

- Local Service Request (LSR)
- End User (EU)
- Number Portability (NP) or Loop Service with Number Portability (LSNP)

Conditional Forms for Porting Out

- Directory Listing Request (DLR)

If listings are required, the Directory Listing Request (DLR) will be needed unless the ACT code is **W**. The **W** ACT code is a switch as is for listings and directory delivery requirements. This activity code is only valid when porting out all numbers on an account. Without a **W** ACT code on a full port, all listings are deleted unless the CLEC submits a DLR.

LNP Order Form Matrix

Table D LNP Order Form Matrix

When Ordering:	These Forms Are:				
	LSR	EU	NP	LSNP	DLR
Number Portability	R	R	R	P	C*
Loop Service with Number Portability	R	R	P	R	C*

Form Names:	Form Requirements:
LSR = Local Service Request Form	R=Required
EU = End User Form	P=Prohibited
NP = Number Portability Form	C=Conditional

- continued -

LSNP = Loop Service with Number Portability Form	O=Optional
DLR = Directory Listing Request Form	

* If all the telephone numbers for the Account are converting (Full Migration) and no change is being made to the listing, the DLR is not required. (This requires an ACT code of **W**.) However, if only a portion of the lines on the account are converting (Partial Migration), the DLR should be submitted to request listings. A DLR is **not required** when associated with LNP (Local Number Portability), even for partial migration. However, directory listings or directory delivery will not be established without a DLR.

Required Forms for SUPs

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

Use the **LNP Order Matrix Form** above to determine which order forms must be used.

A supplemental change LSR (SUP) should contain complete information and will supersede the original LSR. The SUP must reflect the same PON and CC from the original request. It must also have a higher version number in the VER field. The SUP field must be populated with:

- (1) to Cancel. (Prohibited if CLEC has sent Activate SV to NPAC for any numbers on the LSR)
- (2) for Desired Due Date changes. The new date is specified in the DDD field. If the request is to establish a due date less than the standard interval (from the date the SUP is sent), the EXP field must also be populated.
- (3) for other types of changes. This includes adding or removing porting numbers. Also includes requests for a change in desired due date in conjunction with other changes to a pending order. The standard interval should be used to establish a new due date when adding or removing ported numbers.

EDI, TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:

- EDI all SUPs for the PON must be sent through EDI.
- Fax all SUPs for the PON must be faxed.
- TAG all SUPs for the PON must be sent through TAG.

4.4 Minimum Required Fields for Faxed LNP Orders

Minimal Required Fields on the Faxed LSR for LNP

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

4.4.1 LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Field Abbreviation	Field Name	Explanation
CCNA	Customer Carrier Name Abbreviation	Refer to CLEC Order Guide 9.1.2.1 Note: Required for orders with loop.
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.1.2.2 Note: Every new request requires a unique PON number. Note: When issuing a SUP, the same PON number on the original LSR should be used; however, the (VER) must be different.
VER	Version Identification	Refer to CLEC Ordering Guide 9.1.2.3 Note: This field is conditional. When submitting a supplement (SUP) LSR, the CLEC must populate this field to uniquely distinguish this LSR from any other version. Note: If VER is entered, CLEC must also complete SUP field.
SC	Service Center	Refer to CLEC Ordering Guide 9.1.2.7
PG__OF__	Page number / Total pages	Refer to CLEC Ordering Guide 9.1.2.8
D / TSENT	Date and Time Sent	Refer to CLEC Ordering Guide 9.1.2.9

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
DDD	Desired Due Date	Refer to CLEC ordering guide 9.1.2.10 Note: Reference BST Standard Intervals for LNP when completing this field.
DFDT	Desired Frame Due Time	Refer to CLEC Ordering guide 9.1.2.14
REQTYP	Requisition Type and Status	Refer to CLEC Ordering Guide 9.1.2.17 Note: LNP with loop, will always be BB . LNP without loop, will always be CB
ACT	Activity	Refer to CLEC Ordering Guide 9.1.2.18. Note: Will be V to indicate conversion to another local service provider or C for INP to LNP conversion or W for Conversion Listing as Is (LNP Full Migrations Only)
SUP	Supplement Type	Refer to CLEC Ordering Guide 9.1.2.19 Note: This field is conditional. When submitting a supplement (SUP) LSR, this field must be populated.
CC	Company Code	Refer to CLEC Ordering Guide 9.1.2.23 Note: This code must be the code used for the NPAC and for CLEC Q-accounts. The CC is also known as the four digit OPERATING COMPANY NUMBER (OCN)
ACTL	Access Customer Terminal Location	Refer to CLEC Ordering Guide 9.1.2.30 Note: Required for orders with designed loop.
LSO	Local Service Office	Refer to CLEC Ordering Guide 9.1.2.34 Note: Required for loop orders or when a directory listing is requested on the end user telephone number which is from a CLEC assigned NPA NXX.

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
TOS	Type of Service	Refer to CLEC Ordering Guide 9.1.2.35 Note: Identifies type of service (business, residential, or government) for the existing account which is porting out. Note: Be sure to use D as the second character for Complex service.
NC	Network Channel	Refer to CLEC Ordering Guide 9.1.2.37 Note: Required for loop orders.
NCI	Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.38 Note: Required for designed loop orders.
SECNCI	Secondary Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.40 Note: Required for designed loop orders.
CIC	Carrier Identification Code	Refer to CLEC Ordering Guide 9.1.2.48
CUST	Customer Name	Refer to CLEC Ordering Guide 9.1.2.49
BAN1	Billing Account Number 1	Refer to CLEC Ordering Guide 9.1.2.51
ACNA	Access Customer Name Abbreviation	Refer to CLEC Ordering Guide 9.1.2.54 Note: Required for orders with loop.
TE	Tax Exemption	Generated by BST
INIT	Initiator Identification	Refer to CLEC Ordering Guide 9.1.2.69
TEL NO (INIT)	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.70
FAX NO	Initiator Fax Number	Refer to CLEC Ordering Guide 9.1.2.72 Note: Required to send FOC via fax
STREET	Initiator Street Address	Refer to CLEC Ordering Guide 9.1.2.73
CITY	City	Refer to CLEC Ordering Guide 9.1.2.76

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
STATE	State	Refer to CLEC Ordering Guide 9.1.2.77
ZIPCODE	Zip Code	Refer to CLEC Ordering Guide 9.1.2.78
MPCON	Implementation Contact	Refer to CLEC Ordering Guide 9.1.2.79 Note: : Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
TEL NO	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.80 Note: Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
DRC	Design Routing Code	Refer to CLEC Ordering Guide 9.1.2.86 Note: Required on orders with non-designed loop when requesting a Loop Make-up.

Critical Fields on LSR

There are certain critical fields on the LSR that cannot be changed once the LSR has been validated. If these fields are to be changed, the first LSR must be canceled and a new LSR issued on a different PON. The critical fields are:

- PON
- CC
- ATN
- AN
- EATN
- EAN
- ACT
- NPT

4.4.2 Faxed End User Information Form Fields

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders

Table F Minimal Required Fields for Faxed End User Form

Field Abbreviations	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.2.2.1 Note: This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.2.2.2 Note: This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.2.2.6
NAME	End User Name	Refer to CLEC Ordering Guide 9.2.3.1
SANO*	Service Address House Number	Refer to CLEC Ordering Guide 9.2.3.4
SASN	Service Address Street Name	Refer to CLEC Ordering Guide 9.2.3.7
CITY	City	Refer to CLEC Ordering Guide 9.2.3.14
STATE	State / Province	Refer to CLEC Ordering Guide 9.2.3.15
ZIP CODE	Zip Code	Refer to CLEC Ordering Guide 9.2.3.16

Note: Depending on the address associated with the order, conditional address fields may be required to provide a complete and valid end user location.

Note: The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:

- Ringmaster
- Surrogate Client MemoryCall
- Flexible Call Forwarding Dial Around (FCPAN)

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

4.4.3 Faxed Number Portability Form Fields

Faxed Number Portability Form Fields

Note: The PS Form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table G Minimal Required Fields for the Faxed Number Portability Form

Field Abbreviation	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.8.2.1 Note: This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.8.2.2 Note: This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
NPQTY	Number Portability Quantity	Refer to CLEC Ordering Guide 9.8.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.8.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.8.3.1 Note: REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.

- continued -

**Table G Minimal Required Fields for the Faxed Number Portability Form
(continued)**

Field Abbreviation	Field Name	Explanation
LNA	Line Activity	Refer to CLEC Ordering Guide 9.8.3.3 Note: V= conversion of service to new LSP C= change existing account (e.g. INP to LNP)
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.8.3.7
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.8.3.10 Note: D= Local Number Portability

4.4.4 Faxed Loop Service with Number Portability Form Fields

Faxed Loop Service with Number Portability Form Fields

Note: The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 Note: This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 Note: This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.10.2.6

- continued -

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 Note: For LNP, REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 Note: V= conversion of service to new LSP
SYSTEM ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8
CABLE ID	Cable Identification	Refer to CLEC Ordering Guide 9.10.3.11 Note: Required for port-out with loop orders. Note: Note: In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
SHELF		Refer to CLEC Ordering Guide 9.10.3.12
SLOT		Refer to CLEC Ordering Guide 9.10.3.13
RELAY RACK		Refer to CLEC Ordering Guide 9.10.3.14

- continued -

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
CHAN / PAIR	Channel / Pair	Refer to CLEC Ordering Guide 9.10.3.15 Note: Identifies the customer's system to be used in a collocation arrangement. Required when the customer has assignment control in a collocation arrangement, otherwise prohibited. Note: Required for port-out with loop orders. In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.10.3.23
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.10.3.26 Note: D= Local Number Portability

4.5 Complex LNP Orders

Definition of Complex Services

The Local Number Portability (LNP) request is classified as complex if the number(s) being ported out is working on a complex class of service. Requests to port out telephone numbers working on the following types of service are considered complex:

- ESSEX / MultiServ
- Primary Rate ISDN
- Basic Rate ISDN
- Channelized Megalink
- PBX - DID, Inward/Outward/Combination trunks
- Pathlink

4.6 Faxed Loop Service with Number Portability Fields

Faxed Loop Service with Number Portability Fields

Note: The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 Note: This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 Note: This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG_OF_	Page Number/Total Pages	Refer to CLEC Ordering Guide 9.10.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 Note: For LNP, REF Num's must be unique on each form associated with porting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 Note: V= conversion of service to new LSP N= new loop
System ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8

4.7 Project Managed LNP Orders and Standard Intervals

Note: For information on project management and due date intervals, refer to BellSouth Products and Services Interval Guide Interconnection Services @ http://interconnection.bellsouth.com/guides/guides_html

5. Critical Success Factors for LNP Ordering

5.1 Pre-Order Information

1. CLEC can proactively check the following points in the LSR before submitting via fax, EDI, or TAG.
 - a. Customer address is RSAG valid and within the rate center;
 - b. NPA-NXX is marked portable in the LERG;
 - c. TNs on LSR match TNs on end user account;
 - d. Due Date intervals are based on BellSouth Standard Intervals.
2. CLEC must have a Q-account for each OCN registered with NPAC and stated on LSR. All new OCNs registered with NPAC should be updated with BellSouth and a Q-account should be established.
3. CLEC should use correct OCN. OCN used at NPAC must match OCN used in CC field on CSR and OCN for Q account in BAN field.
4. CLEC must obtain end-user authorization to request LNP before submitting LNP LSR.

5.2 LSR Order Forms for LNP

1. CLEC should complete all required fields. Refer to Section 4.2, Minimum Required Fields, in this Guide.
2. CLEC should provide previously unassigned PON on LSR.
3. If CLEC is porting on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the Due Date stated on the LSR. BellSouth will then send a revised FOC with the new due date to the CLEC.
4. Per the BellSouth Ordering Guide for CLECs, a REF NUM may not be duplicated on an individual PON. **REF NUMs are associated with:**
 - porting numbers
 - disconnecting numbers
 - directory listings

Example: If a REF NUM is used on the Directory Listing Request form, it may not be repeated on the Number Portability/Loop form or the End User Disconnect form.

- PONs containing duplicate REF NUMs are placed in clarification.
5. The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:
 - Ringmaster
 - Surrogate Client MemoryCall
 - Flexible Call Forwarding Dial Around

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

6. For all LNP orders, the LSR must provide the initiator's fax number in the FAX NO field, even for EDI or TAG LSRs.
7. CLEC should provide accurate cable & pair information for loop orders to avoid provisioning delays.
8. An LSR must contain numbers on one CSR. An LSR must be sent for each CSR..

5.3 Supplemental LSRs

1. If CLEC intends to port on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the due date originally stated on the FOC.
2. A supplemental change LSR (SUP) must reflect the same PON, CC, ATN, AN, EATN, EAN, ACT, and NPT as the original request.
3. SUP must also have a higher VER number and SUP field entry complete
4. EDI/TAG vs. FAX: EDI or TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:
 - EDI all SUPs for the PON must be sent through EDI.
 - TAG all SUPs for the PON must be sent through TAG.
 - Fax all SUPs for the PON must be faxed.

Example: The original LSR is sent via EDI and then placed in clarification by the LCSC. CLEC must send a SUP through EDI to change or cancel the request.

5.4 Clarifications

1. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR.
2. If no response is received by BellSouth LCSC within 10 business days, the LSR will be canceled on the eleventh business day.
3. If original LSR is canceled by BellSouth, a new LSR with new PON must be submitted.
4. CLEC should not send Create SV to NPAC until an FOC has been received.
5. BellSouth will place SVs in Conflict if CLEC sends Create before FOC is received.

5.5 Standard Intervals

1. CLEC should review BellSouth Standard Interval Guide prior to submitting LSR.
2. The minimum Due Date for port-out is five business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five business days after FOC receipt date.

5.6 NPAC Communication

1. CLEC must receive FOC from BellSouth prior to sending any NPAC SV messages (Create or Modify).
2. The CLEC should send the Create SV immediately upon receipt of FOC.
3. The Due Date on the Create SV sent to NPAC by the CLEC must match Due Date on FOC sent by BellSouth
4. The Due Time on the Create SV must be set to 00:00.
5. CLEC should send Activate SV to NPAC on FOC due date.
6. BellSouth LCSC does not issue the Disconnect service order until notification of CLEC Activate SV is received from NPAC for all TNs on the LSR. This is done to avoid disruption to end-user service.
7. For any change in the Due Date to port numbers, to cancel port, or to add/remove telephone numbers, a SUP LSR must be sent to BellSouth LCSC and CLEC must receive revised FOC prior to sending a Modify message to NPAC.

5.7 E911 Lock Down

1. CLEC must send Activate SV to NPAC before BellSouth LCSC will issue the Disconnect.
2. BellSouth will not send the Unlock Message until Disconnect service order is complete.
3. If CLEC Migrate message reaches SCC before BellSouth's Unlock Message, the CLEC Migrate message will be shown on an error report which is sent to CLECs daily. CLEC must be sure they have sent Activate SVs to NPAC for all TNs which appear on error reports from SCC. (Refer to Section 7.2 of this guide for more details)
4. CLEC and BellSouth should send Migrate and Unlock messages to SCC with the same due date as the Activate SV to NPAC.

6. System Interfaces

6.1 Interface Options for Order Submission

Ordering Options for LSRs

The CLEC must send the Local Service Request (LSRs) for Local Number Portability or Loop Service with Number Portability to the BellSouth LCSC for processing. The request may be faxed or sent electronically through Electronic Data Interchange (EDI) or Telecommunication Access Gateway (TAG).

If the LSR is received electronically, the FOC is sent to the CLEC automatically through EDI or TAG. The CLEC also receives completion notices through EDI or TAG once the service orders are complete. EDI, TAG and Fax requests may not be combined on the same PON. If an LSR is originally submitted via EDI, then all SUPS for this PON must be sent through EDI.

For further information on EDI, refer to **BellSouth Ordering Guide for CLECs**, Section 6.2.1 on Electronic Data Interchange. (EDI)

6.2 System Interface Descriptions

Local Exchange Navigational System (LENS)

Step	Action
Description	Front-end GUI application which provides pre-ordering support for LNP orders using the Inquiry function.
Inputs	Customer address, customer information
Outputs	RSAG Address Validation Service availability for a particular NPA NXX Customer record information
Notes	LNP LSRs <u>can</u> not be submitted via LENS.

PON Order Status via the Web

Step	Action
Description	Supports on-line viewing of faxed LSR order status.
Inputs	Faxed LSRs
Outputs	CLEC-specific LSR status by PON
Notes	For faxed LSRs
Fax	

Step	Action
Description	Supports the transmission of manual CLEC orders.
Inputs	Paper LSR
Outputs	Clarifications; FOCs
Notes	Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

Electronic Data Interchange (EDI)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

Telecommunications Access Gateway (TAG)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth. CLEC has access to ordering and pre-ordering functionality via TAG.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

BellSouth LNP Gateway

Step	Action
Description	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Inputs	· LNP LSRs, NPAC messages, EDI and TAG orders
Outputs	Rejects; Clarifications; FOCs NPAC concurrence messages Service orders to provisioning

NPAC

Step	Action
Description	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Inputs	CLEC and BellSouth subscription versions.
Outputs	CLEC and BellSouth subscription versions.

Note: **Interface descriptions are specific to LNP orders only.**

7. Frequently Asked Questions

7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?

A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.

2. 2. How is a CLEC LSR validated?

The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5. Note: If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at BellSouth?

Some reasons for an LSR to fall out of the order process are:

- CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC

- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth will not be able to automatically send Concur SV to the CLEC Create SV.

- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
 - If an order was sent via EDI, the response will be sent via EDI.
 - If an order was sent via TAG, the response will be sent via TAG
 - If an order was sent via fax, the response will be sent via fax.

2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?

The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

7.3 LSR Error Notices

1. What types of errors would require clarification?

Some examples of errors for which BellSouth will request clarification:

- Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster; Surrogate Client MemoryCall; Flexible Call Forwarding Dial Around (FCPAN))
- REF NUM are duplicated on the LSR
- LSR does not contain the minimum required fields
- Duplicate PON
- Data was entered into a prohibited field
- Busy cable & pair
- Incorrect address
- End user & central office are not in same wire center (may be wrong ACTL)
- Invalid ACT
- Invalid Q-account

- TN listed is not a working BellSouth TN
 - Listing 2 numbers to port from two different CSRs on one LSR
2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?
If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there. CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?
The most important part of a Due Date change is submitting a SUP LSR to the BellSouth LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth. Due Date changes should be requested prior to the due date and not later than the due date originally stated.
2. Why does the FOC have a Due Date which is different than the Desired Due Date?
If the Desired Due Date on the original LSR did not adhere to BellSouth Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth Standard Interval Guide for more details.
3. Why does the CLEC have to send the Activate SV on the Due Date?
If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?
This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.
2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth?
If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth, BellSouth will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.
3. How does CLEC know BellSouth is ready to port number?
CLEC should complete the following steps at least the day before the due date:
- verify FOC was received
 - verify FOC due date
 - verify SV is Pending with Concurrence for all TNs on LSR

- verify SV due date is same as FOC due date for all TNs on LSR
4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?
- The telephone number and not the end user is returned to BellSouth. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order.

8. LNP Ordering Checklist

8.1 LNP Ordering Checklist

1. **Pre- Submission: The LSR Form for LNP**

Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:

- TNs on LSR match TNs on CSR
 - LSR address is RSAG valid
2. Have you included/checked the following items:
 - Previously unassigned PON on LSR
 - Unique REF NUMs on all associated forms for LSR
 - Minimum required fields are complete
 3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
 4. Were BellSouth Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth Products and Services Interval Guide.)
 5. **NPAC Communication**
Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)
 6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
 7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
 8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
 9. Does the Due Time have setting of 00:00?
 10. **E911 Lockdown**

The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

Note: This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.

9. Glossary of LNP Terms

9.1 Glossary of LNP Terms

Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth.
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.

End Office (EO)	A switching system used to provide local service for a local telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: • Remote Call Forwarding (RCF) • Direct Inward Dialing (DID) • Route Index Hubbing (RTI)
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.

Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
Local Number Portability Gateway (LNP GW)	A BellSouth System created to support LNP that: • includes desktop application for LCSC Service Representatives. • is used to process LNP LSR's on-line. • communicates with the NPAC. • interfaces with the AIN database to update call routing information.
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: • unique • 10 digits • identifies the switch in which a ported number resides. LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-porting the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.

North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1, 0, 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth and the CLEC's to: • maintain the master database for LNP. • coordinate the flow of information between service providers.
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.
NXX	End Office Code A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.

Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange — Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.

Telecommunications Access Gateway
(TAG)

TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth, and gives the CLEC access to pre-ordering and ordering functionality.

Toll Message Rate Center (TMRC)

A uniquely defined geographic area:

- created to allow for the proper rating of toll and message charges.
- appears in LERG for a wire center/switch.

Trigger Order

6-Digit Trigger – identifies NPA XXX that is portable and causes querying. 10-Digit Trigger – end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database.

Note: "Trigger" is not available for all service types.

**BELLSOUTH/ATT RATES
SERVICE PROVIDER
NUMBER PORTABILITY**

DESCRIPTION	USOC	KY
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)		
RCF, per number ported (Business Line), 10 paths	TNPBL	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA
RCF, per number ported (Business Line)	TNPBL	NA
NRC - Electronic	TNPBL	NA
NRC - Disconnect Charge	TNPBL	NA
RCF, per number ported (Residence Line)	TNPRL	NA
NRC	TNPRL	NA
NRC - Disconnect Charge	TNPRL	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	NA
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	NA
NRC - Add'l	TNP++	NA
NRC - Disconnect - 1st	TNP++	NA
NRC - Disconnect - Add'l	TNP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID		
DID per number ported, Residence - NRC	TNPDR	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	NA
DID per number ported, Business - NRC	TNPDB	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	NA
DID per service order, per location		
NRC - 1st	TNPRD	NA
NRC - Add'l	TNPRD	NA
NRC - Disconnect - 1st	TNPRD	NA
NRC - Disconnect - Add'l	TNPRD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
DID, per trunk termination, Initial	TNPT2	NA
DID, per trunk termination, Initial - NRC	TNPT2	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	NA
DID, per trunk termination, Subsequent	TNPT2	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	NA
NOTES:		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.		
1. Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs considera		
2. BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)		

ATTACHMENT 6
CONNECTIVITY BILLING AND RECORDING

ATTACHMENT 6

CONNECTIVITY BILLING AND RECORDING

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CONNECTIVITY BILLING AND RECORDING**1.1 General**

- 1.1.1 This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.
- 1.1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, AT&T will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for AT&T.
- 1.1.3 Prior to submitting orders to BellSouth for local service, a master account must be established for AT&T. AT&T is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 1.1.4 Payment of all charges will be the responsibility of AT&T. AT&T shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by AT&T from AT&T's end user. BellSouth will not become involved in billing disputes that may arise between AT&T and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.1.5 Upon proof of tax exempt certification from AT&T, the total amount billed to AT&T will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. AT&T will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to AT&T's end user.
- 1.1.6 BellSouth will not perform billing and collection services for AT&T as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

1.2 Billable Information and Charges

1.2.1 BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T's purchasing Billed Services from BellSouth. BellSouth will bill charges for Billed Services through Carriers Access Billing System ("CABS") or in the CABS format. BellSouth will format all bills in CBOS Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such Billed Services billed to AT&T. All charges billed to AT&T must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of cross boundary exchanges has been provided to AT&T.

1.2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T and must be a valid calendar date. Bills should not be rendered for any charges which are incurred under this agreement on or before one (1) year proceeding the bill date. However, both parties recognize that situations exist which would necessitate billing beyond the one (1) year limit, as permitted by law. These exceptions are:

1.2.3.1 Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;

1.2.3.2 Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data.

- 1.2.3.3 Both parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement which might be negotiated between the parties.
- 1.2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. The incremental seconds per chargeable rate element per end office will be totaled and rounded to the next whole minute. Self reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.
- 1.2.5 Billing Account Numbers ("BANS") will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to AT&T at such time. Changes to the BellSouth billing policy will be co-ordinated with AT&T and the AT&T Account Team to ensure that AT&T will not be adversely impacted by such changes. AT&T may request that certain categories of charges be included in separate bills which are to be sent to different billing addresses. AT&T will submit such request through the Bona Fide Request/New Business Request ("BFR/NBR") process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 1.2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 6. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

1.3 Meet Point Billing

- 1.3.1 Where appropriate, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

- 1.3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the jointly provided switched exchange access service provided by AT&T or BellSouth.
- 1.3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.
- 1.3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and AT&T agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.
- 1.3.5 BellSouth and AT&T will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 1.3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 1.3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 1.3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrigible errors or otherwise, the Parties shall follow the procedures set forth in Section 1.15 of this Attachment 6.
- 1.3.9 Both Parties will provide the other a single point of contact to handle any MPB questions.
- 1.3.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

1.4 Collocation

- 1.4.1 When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment 6. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation.

The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

1.5 Right-of-Way

- 1.5.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

1.6 Information Services

- 1.6.1 The transport for 976 and other information services calls will be billed in accordance with the reciprocal compensation arrangement described in Section [REDACTED] of Attachment 3 of this Agreement, incorporated herein by this reference.

1.7 Local Number Portability

- 1.7.1 When an IXC terminates an interLATA or intraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any Service Provider Number Portability ("SPNP") fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

1.8 Issuance of Bills - General

- 1.8.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar

days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 1.8.2 BellSouth and AT&T shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.
- 1.8.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 1.8.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 6.

1.9 Electronic Transmissions

- 1.9.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such

Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

- 1.9.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TCGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

1.10 Tape or Paper Transmissions

- 1.10.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T Attention: Bill Access Coordinator 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005
Tape Transmissions via Overnight Delivery:	AT&T Attention: Bill Access Coordinator 500 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005

Paper Transmissions via U.S. Mail:	AT&T Attention: Bill Access Coordinator Caller Service 6908 Alpharetta, Georgia 30009
Paper Transmissions via Overnight Delivery:	AT&T Attention: Bill Access Coordinator 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center
Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

- 1.10.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.
- 1.10.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.
- 1.10.4 Billing data tapes shall follow CBOS standards.
- 1.10.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 1.10.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOVS1, and EOF1 labels use the same format and the HDR2, EOVS2, and EOF2 labels use the same format.

1.10.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

1.10.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVS1, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.

FIELD NAME	CONTENTS
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).

FIELD NAME	CONTENTS
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

1.10.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.

Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use –should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

1.11 Testing Requirements

- 1.11.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, AT&T

will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

1.11.2 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

1.11.3 Test tapes containing the transmitted AT&T billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	AT&T Attention: Bill Access Testing Coordinator 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005

1.12 Additional Requirements

1.12.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

1.12.1.1 The BAN shall not contain embedded spaces or low values.

1.12.1.2 The Bill Date shall not contain spaces or non-numeric values.

1.12.1.3 Each bill must contain at least one detail record.

1.12.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

1.12.1.5 The Invoice Number must not have embedded spaces or low values.

1.13 Bill Accuracy Certification

1.13.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and

accountable for transmitting to AT&T an accurate and current bill. BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by AT&T. Accordingly, at AT&T's option on a connectivity by connectivity basis, AT&T and BellSouth agree to model, for the purposes of this Agreement, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by AT&T and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point AT&T and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

1.14 Payment Of Charges

1.14.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

1.14.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide AT&T with one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if AT&T provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

1.15 Billing Disputes

- 1.15.1 On a connectivity by connectivity basis and until such time as a precertification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.
- 1.15.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 1.15.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.15.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 1.16 of this Attachment 6. If a party disputes charges and the dispute is resolved in favor of such party, the other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

1.16 Late Payment Charges

1.16.1 If either Party fails to remit payment for any charges described in this Attachment 6 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by AT&T, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by AT&T for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by AT&T on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs. Bill disputes shall not be submitted by either party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears.

1.17 Discontinuance of Service

1.17.1 The procedures for discontinuing service to an end user are as follows:

1.17.1.1 Where possible, BellSouth will deny service to AT&T's end user on behalf of, and at the request of, AT&T. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of AT&T.

1.17.1.2 At the request of AT&T, BellSouth will disconnect an AT&T end user.

1.17.1.3 All requests by AT&T for denial or disconnection of an end user for nonpayment must be in writing.

1.17.1.4 AT&T will be made solely responsible for notifying the end user of the proposed disconnection of the service.

1.17.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new

service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

1.17.2 The procedures for discontinuing service to AT&T are as follows:

1.17.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities by AT&T.

1.17.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to AT&T, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by AT&T to receive notices of noncompliance, and discontinue the provision of existing services to AT&T at any time thereafter.

1.17.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.

1.17.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and AT&T's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to AT&T without further notice.

1.17.2.5 If payment of undisputed charges is not received or arrangements made for payment by the date given in the written notification, AT&T's services will be discontinued. Upon discontinuance of service on a AT&T's account, service to AT&T's end users will be denied. BellSouth will also reestablish service at the request of the end user or AT&T upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. AT&T is solely responsible for notifying the end user of the proposed disconnection of the service.

17.2.6 If within fifteen days after an end user's service has been denied, AT&T has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.

1.18 Adjustments

1.18.1 Subject to the terms of this Attachment 6, BellSouth will adjust incorrect billing charges to AT&T. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

1.19 Revenue Protection

- 1.19.1 Where BellSouth services are being resold and where AT&T is using a BellSouth port, AT&T will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.
- 1.19.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues.
- 1.19.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.
- 1.19.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

2. PROVISION OF CUSTOMER USAGE DATA

2.1 Introduction

- 2.1.1 This Section sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data to AT&T.
- 2.1.2 Line Information Database ("LIDB") is a database system designed to provide for validation of calling card and other billing information. LIDB provides screening validation on operator assisted calls on billing number records and is offered under a separate agreement. The Parties' agreement relating to LIDB Storage is included as Exhibit A to this Attachment 6, incorporated herein by this reference.

- 2.1.3 RAO Hosting is the process by which a telecommunications company agrees to "host" another company solely for the purpose of message exchange over the Centralized Message Distribution System ("CMDS"). RAO Hosting includes the following: RAO Code Assignment, Message Exchange via the CMDS system, and Inter-Company Settlements. The Parties' RAO Hosting Agreement is included as Exhibit B to this Attachment 6, incorporated herein by this reference.
- 2.1.4 Optional Daily Usage File ("ODUF") contains billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to the AT&T account. The Parties' ODUF agreement is included as Exhibit C to this Attachment 6, incorporated herein by this reference.
- 2.1.5 Enhanced Optional Daily Usage File ("EODUF") provides usage data for local calls originating from resold Flat Rate Business and Residential Lines. The Parties' EODUF agreement is included as Exhibit D to this Attachment 6, incorporated herein by this reference.
- 2.1.6 Access Daily Usage File ("ADUF") contains access messages associated with a port that AT&T has purchased from BellSouth. The Parties' ADUF agreement is included as Exhibit E to this Attachment 6, incorporated herein by this reference.

3. LOCAL ACCOUNT MAINTENANCE

- 3.1 When BellSouth provides local switching to AT&T (e.g., where AT&T is reselling BellSouth's services or is employing loop port combination to provide local service) BellSouth shall provide local account maintenance information and service as described herein.
- 3.2 When notified by a CLEC (or from the end user to change to BellSouth service) that an AT&T end user has switched its local service to the other CLEC's service (or to BellSouth), BellSouth shall send AT&T a loss notification message to inform AT&T that its end user has switched to another CLEC (or to BellSouth). The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.
- 3.3 BellSouth shall send loss notification messages to AT&T six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.
- 3.4 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by AT&T. When an AT&T local end user switches its IXC, AT&T will enter the PIC change into the current local order

system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.

- 3.5 When AT&T is notified by an intraLATA or interLATA carrier using a Transaction Code ("TC") "01" PIC order record than an AT&T local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to AT&T. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' (for resale or UNE-P) or a '3150' (for ported numbers) reject transaction record, and shall populate the AT&T provided AT&T Operating Company Code on the reject record. The intraLATA and interLATA carrier should redirect the TC01 order to AT&T for processing the PIC.

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LINE INFORMATION DATA BASE ("LIDB")
STORAGE AGREEMENT

I. SCOPE

- 1.1 This Exhibit sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of AT&T and pursuant to which BellSouth, its LIDB customers and AT&T shall have access to such information. AT&T understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Exhibit, shall be available to those telecommunications service providers.
- 1.2 Definitions
 - 1.2.1 Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
 - 1.2.2 Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
 - 1.2.3 Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
 - 1.2.4 Calling Card number - a billing number plus PIN number assigned by BellSouth.
 - 1.2.5 PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
 - 1.2.6 Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

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- 1.2.7 Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 1.2.8 Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 1.2.9 Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Local Exchange Company.
- 1.3 LIDB is accessed for the following purposes:
- Billed Number Screening
 - Calling Card Validation
 - Fraud Control
- 1.4.1 BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify AT&T within 2 hours of fraud alerts so that the AT&T may take action it deems appropriate. At AT&T's request, BellSouth shall block and restrict calling card, third party billing and collect call, and validation in its LIDB within two (2) hours of receiving AT&T's request. Local Exchange Company understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Exhibit, in the same manner as BellSouth's data for BellSouth's end users. BellSouth shall not be responsible to AT&T for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 1.4.2 AT&T understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. AT&T further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, AT&T understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in

Exhibit A, Page 3 of 5

the LIDB and such data which it includes in the LIDB on AT&T's behalf pursuant to this Exhibit. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate AT&T's data from BellSouth's data and the Parties execute appropriate amendments hereto, the following terms and conditions shall apply:

- 1.4.2.1 AT&T agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for AT&T's end user accounts which are resident in LIDB pursuant to this Exhibit. AT&T's authorizes BellSouth to place such charges on AT&T's bill from BellSouth and agrees that it shall pay all such charges. Charges for which AT&T hereby takes responsibility include, but are not limited to, collect and third number calls.
- 1.4.2.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- 1.4.2.3 AT&T shall have the responsibility to render a billing statement to its end users for these charges, but AT&T's obligation to pay BellSouth for the charges billed shall be independent of whether AT&T is able or not to collect from the AT&T's end users.
- 1.4.2.4 BellSouth shall not become involved in any disputes between AT&T and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to AT&T. It shall be the responsibility of the AT&T and the other entity to negotiate and arrange for any appropriate adjustments.

2. FEES FOR SERVICE AND TAXES

- 2.1 AT&T will not be charged a fee for storage services provided by BellSouth to AT&T, as described in Section I of this Exhibit.

3. MISCELLANEOUS

- 3.1 It is understood and agreed to by the parties that BellSouth may provide similar services to other companies.
- 3.2 All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state

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or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

- 3.3 This Exhibit constitutes the entire agreement between AT&T and BellSouth which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

4. RESALE

- 4.1 This Section sets forth the terms and conditions for AT&T's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by AT&T, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section 1.3 of this Exhibit A.

4.2 Responsibilities of Parties

- 4.2.1 BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The AT&T will request any toll billing exceptions via the Local Service Request ("LSR") form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

- 4.2.2 Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of AT&T. BellSouth will not issue line-based calling cards in the name of AT&T's individual end users. In the event

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that AT&T wants to include calling card numbers assigned by AT&T in the BellSouth LIDB, a separate agreement is required.

- 4.2.3 BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- 4.2.4 BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 4.2.4.1 Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 4.2.4.2 Determine whether the AT&T has identified the billing number as one which should not be billed for collect or third number calls, or both.

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RAO HOSTING

- 1 RAO Hosting, Calling Card and Third Number Settlement System ("CATS") and Non-Intercompany Settlement System ("NICS") services provided to AT&T by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth. BellSouth shall provide AT&T with notice of such revisions sixty (60) days prior to implementation.
- 2 AT&T shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3 Applicable compensation amounts will be billed by BellSouth to AT&T on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4 AT&T must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System ("CMDS") interfacing host, require written notification from AT&T to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of AT&T and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from AT&T that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from AT&T.
- 7 All data received from AT&T that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to

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that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- 8 All data received from AT&T that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor [currently Telcordia (formerly BellCore)].
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by AT&T and will forward them to AT&T on a daily basis.
- 10 Transmission of message data between BellSouth and AT&T will be via CONNECT: Direct.
- 11 All messages and related data exchanged between BellSouth and AT&T will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12 AT&T will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13 Should it become necessary for AT&T to send data to BellSouth more than sixty (60) days past the message date(s), AT&T will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and AT&T to notify all affected Parties.
- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or AT&T) identified and agreed to, the company responsible for creating the data (BellSouth or AT&T) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could

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not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 15 Should an error be detected by the EMI format edits performed by BellSouth on data received from AT&T, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify AT&T of the error condition. AT&T will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, AT&T will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16 In association with message distribution service, BellSouth will provide AT&T with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18 RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for AT&T are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is

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required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on AT&T's end for the purpose of data transmission will be the responsibility of AT&T.

19 Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by AT&T as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between AT&T and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by AT&T and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by AT&T, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by AT&T, involves a company other than AT&T, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once AT&T is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of AT&T. BellSouth will distribute copies of these reports to AT&T on a monthly basis.

19.5 BellSouth will receive the monthly CATS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of AT&T.

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BellSouth will distribute copies of these reports to AT&T on a monthly basis.

- 19.6 BellSouth will collect the revenue earned by AT&T from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of AT&T. BellSouth will remit the revenue billed by AT&T to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of AT&T. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AT&T via a monthly Carrier Access Billing System ("CABS") miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by AT&T within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of AT&T. BellSouth will remit the revenue billed by AT&T within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AT&T via a monthly CABS miscellaneous bill.
- 19.8 BellSouth and AT&T agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

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OPTIONAL DAILY USAGE FILE

1 Upon written request from AT&T, BellSouth will provide the Optional Daily Usage File ("ODUF") service to AT&T pursuant to the terms and conditions set forth in this section.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an AT&T end user.

Charges for delivery of the Optional Daily Usage File will appear on the AT&Ts' monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions ("ATIS") EMI record format.

5 Messages that error in the billing system of the AT&T will be the responsibility of the AT&T. If, however, the AT&T should encounter significant volumes of errored messages that prevent processing by the AT&T within its systems, BellSouth will work with the AT&T to determine the source of the errors and the appropriate resolution.

6 The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to the AT&T:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

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- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to AT&T.
- 6.1.4 In the event that AT&T detects a duplicate on Optional Daily Usage File they receive from BellSouth, AT&T will drop the duplicate message (AT&T will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to AT&T via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by

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BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on AT&T end for the purpose of data transmission will be the responsibility of AT&T.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AT&T which BellSouth RAO that is sending the message. BellSouth and AT&T will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AT&T and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 AT&T will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. AT&T will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AT&T by BellSouth.

6.5 Control Data

AT&T will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AT&T received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for

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packs that were rejected by AT&T for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from AT&T, BellSouth shall send test files to AT&T for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that AT&T set up a production (LIVE) file. The live test may consist of AT&T's employees making test calls for the types of services AT&T requests on the Optional Daily Usage File. These test calls are logged by AT&T, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

ENHANCED OPTIONAL DAILY USAGE FILE

- 1 Upon written request from AT&T, BellSouth will provide the Enhanced Optional Daily Usage File ("EODUF") service to AT&T pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 2 AT&T shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on the AT&Ts' monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 5 All messages will be in the standard Alliance for Telecommunications Industry Solutions ("ATIS") EMI record format.
- 6 Messages that error in the billing system of the AT&T will be the responsibility of the AT&T. If, however, the AT&T should encounter significant volumes of errored messages that prevent processing by the AT&T within its systems, BellSouth will work with the AT&T to determine the source of the errors and the appropriate resolution.
- 7 The following specifications shall apply to the Optional Daily Usage Feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to AT&T:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

 - Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time

Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to AT&T.
- 7.1.3 In the event that AT&T detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, AT&T will drop the duplicate message (AT&T will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to AT&T over their existing ODUF feed. The EODUF messages will be intermingled among AT&T's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. 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 AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on AT&T end for the purpose of data transmission will be the responsibility of AT&T.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number ("OCN"), From Revenue Accounting Office ("RAO"), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AT&T which BellSouth RAO that is sending the message. BellSouth and AT&T will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AT&T and resend the data as appropriate.

7.3.3 THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

ATTACHMENT 7
INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING

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**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING**

1 General Conditions

- 1.1 This Attachment 7 sets forth the terms and conditions under which BellSouth will provide AT&T access to the following BellSouth Operations Support Systems ("OSS") functions. Access to these functions shall be via various interfaces and personnel and may be used by AT&T for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel.
- 1.2 In addition to the electronic interfaces, BellSouth shall provide to AT&T any manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via BellSouth's Local Service Center, and for repair and maintenance functions through BellSouth's Local Operations Center. AT&T shall use its best efforts to utilize BellSouth's electronic interfaces. However, should AT&T use manual processes, AT&T shall pay BellSouth the additional charges associated with these manual processes, as set forth in this Agreement.
- 1.3 BellSouth will provide AT&T with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. BellSouth shall provide AT&T a minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.
- 1.4 Downtime shall be scheduled when systems experience minimum usage.
- 1.5 Single Point of Contact ("SPOC")
 - 1.5.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. AT&T will also provide a SPOC for technical issues related to said interfaces.
 - 1.5.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's Services and Elements.
 - 1.5.3 BellSouth and AT&T will provide one another with toll-free contact numbers for their respective SPOCs.

- 1.6 The Parties agree that the current Change Control Process attached hereto as Exhibit A, and incorporated herein by this reference, will be used to manage changes to existing interfaces, introduction of new interfaces and retirements of interfaces. AT&T and BellSouth agree to comply with the provisions of the current Change Control Process.
- 1.7 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to AT&T under this Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 1.8 AT&T and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, AT&T and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and when to implement the ATIS and its associated committees standard or format.
- 1.9 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange ("CARE")], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

2 Pre-ordering

- 2.1 BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.

- 2.2 BellSouth shall provide AT&T with non-discriminatory access to the loop qualification information that is available to BellSouth, so that AT&T can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that AT&T intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.3 BellSouth and AT&T will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that AT&T and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an AT&T customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to AT&T. AT&T will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). AT&T will provide the CSR and return via facsimile both the CSIQ form and the CSR within 48 hours or 2 business days, if the first of the two days falls on a Friday or a holiday. The provisioning of local service for the territory served by BellSouth is handled by AT&T's work center located in Atlanta, Georgia. The work center's facsimile telephone number is (404) 329-2169. Voice inquiries on the CSIQ should be directed to (404) 982-6611.

3 Ordering and Provisioning

- 3.1 BellSouth will recognize AT&T as the customer of record for services ordered by AT&T pursuant to this Agreement and will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T end users.

- 3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, AT&T will format the service request pursuant to the requirements of the interface utilized.
- 3.4 AT&T may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.
- 3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new Services and Elements shall be provided to AT&T through its account team and BellSouth's Internet website and shall comply with Exhibit A, attached hereto and incorporated herein by this reference.
- 3.6 BellSouth shall provide all ordering and provisioning services to AT&T during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 3.7 If AT&T requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide AT&T a quote for such services consistent with the provisions set forth in Exhibit A of Attachment 2 of this Agreement, incorporated herein by this reference.
- 3.8 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by AT&T will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if AT&T wishes to reinstate an order, AT&T may be required to submit a new service order.

- 3.9 Upon request from AT&T, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new AT&T telephone number.
- 3.10 BellSouth will provide AT&T with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide AT&T with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.11 AT&T will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify AT&T if the DDD cannot be met. BellSouth will make best effort to meet the DDD for service requests.
- 3.12 If, during the provisioning visit to the AT&T end user premises, the AT&T end user requests additional work, BellSouth will contact AT&T for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify AT&T if a subsequent visit is required.
- 3.13 Expedite and Escalation Procedures:
- 3.14 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, AT&T must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise AT&T of this date on the FOC. If the date on the FOC does not meet AT&T's expedited request, AT&T may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise AT&T of any charges at the time the offered date is provided. BellSouth will provide an escalation list to AT&T containing the names and numbers of the appropriate personnel escalations are to be referred.
- 3.15 When AT&T orders Services and Elements pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion notice. When AT&T

orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified.

- 3.16 BellSouth and AT&T will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by AT&T pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of AT&T, BellSouth shall advise the AT&T end user to notify AT&T immediately if the AT&T end user requests a service change at the time of installation.
- 3.18 Upon AT&T's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 3.19 Unless otherwise ordered by AT&T, when AT&T orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. AT&T shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

3.20 [DELETE]

4 Maintenance

- 4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and AT&T Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.
- 4.2 BellSouth shall provide AT&T with access to maintenance and repair function through its TAFI and EBI/ECTA interfaces.
- 4.2.1 **The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards. [BellSouth's proposal.]**

- 4.2.2 When providing repair service for an AT&T end user, the TAFI interface shall allow AT&T personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all AT&T end user repair tickets; (iii) receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).
- 4.3 BellSouth service technicians shall provide to AT&T end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from AT&T shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an AT&T end user or a BellSouth end user.
- 4.4 For services provided through resale, BellSouth agrees to provide AT&T with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide AT&T written notification of Central Office conversions and such conversions consistent with the Operational Understanding.
- 4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by AT&T to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact AT&T for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify AT&T if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to AT&T.
- 4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this

Agreement, incorporated herein by this reference, detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database.

5 Operational Readiness Test ("ORT")

- 5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.
- 5.2 For each OSS training class offered by BellSouth, AT&T shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to AT&T on the BST Website
- 5.3 Prior to live system usage, AT&T will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

Change Control Process



CHANGE CONTROL PROCESS

CCP8_23.DOC

VERSION 2.0

AUGUST 23, 2000

Issued: 8/23/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

This document is not to be construed as a suggestion to any manufacturer to modify or change any of its products, nor does this document represent any commitment by BellSouth Telecommunications to purchase any product whether or not it provides the described characteristics.

This document is not to be construed as a contract. It does not create an obligation on the part of BellSouth Telecommunications or the Competitive Local Exchange Carriers to perform any modification, change or enhancement of any product or service.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent, whether or not the use of any information herein necessarily employs an invention of any existing or later issued patent.

Issued: 08/23/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community - Web Site address for Change Control Process - Notification regarding the Retirement and

			Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1 Section 8 Section 11	- Updated CCP web site address - Updated Escalation Contacts for Types 2-6 - Added definitions for Account Team and Electronic Communications Support (ECS)
1.6	7/20/00	Section 1 Section 2	- Added "testing" under process changes - Clarification provided in "Change Review Participants" description

			Participants” description.
		Section 4	- Added statement regarding submittal of Change Requests
		Part 2	- Clarification provided for documentation changes for business rules
			- Step 2-Added email notification
			- Step 3-Removed “Cancellation by BellSouth”
			- Step 3-Clarification on reject reasons
		Section 5	- Step 3-Clarification on internal validation activities
			- Step 4-Changed cycle time from 5 to 4 bus days for develop workaround
			- Added defect implementation range
		Section 6	- Changed prioritization from “by interface” to “by category”
			- Changed timeframe for receiving a Change Request prior to a Change Review Meeting from 33 to 30 business days
			- Modified the prioritization voting rules
		Section 7	- Updates to the Introduction and Retirement of Interfaces
		Section 8	- Added Type 6 escalation turnaround time
			- Changed 3 rd Level Escalation contacts for Types 2-6
		Section 11	- Removed “Cancellation by BellSouth” and “Defect Cancelled” definitions
		Appendix A	- Removed “Cancellation by BellSouth” from Change Request Form and Checklist
			- Added Letter of Intent Form
		Appendix C	- Changes to the following forms: Preliminary Priority List, CCP User Registration Form. Added the following forms: Defect Notification Sample, CR Log Legend.
		Appendix D	- Added BellSouth Versioning Policy

		All	Word changes to provide clarification throughout the document.
2.0	08/23/00	Cover	- Removed "Interim" from cover.
		Section 3	- Updated Type 6 definition to incorporate new defect and expedited feature definitions.
		Section 5	- Replaced Section 5, Defect Notification Process with a "Draft" Defect/Expedite Notification Process.
			- Reduced the implementation interval for validated defects (High Impact) from 4 - 30 business days to 4 - 25 business days, best effort.
		Section 10	- Added Internet Web sites for EDI and TAG Testing Guidelines
		Section 11-Terms & Definitions	- Updated definition for Defect. Added definitions for Expedited Feature, High, Medium and Low Impacts.
		Appendix A	- Modified Change Request Forms (RF1870 and RF1872) to include email address for Change Control. Also added High, Medium and Low Assessment of Impact Levels.
		All	- Referenced the handling of expedites and expedite notification where appropriate.

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance)
- Defects/Expedites

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- Testing Support (i.e. negotiating/coordinating test agreements and dates)
- Issue Resolution/Questions (i.e. questions associated with interface functionality, interpreting documentation)

Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/>

Select “Local Exchange Carriers”

Select “Change Control Process”

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 6- CLEC Impacting Defects/Expedites.

Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BellSouth has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface.

The CLEC and/or BellSouth may initiate these types of changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

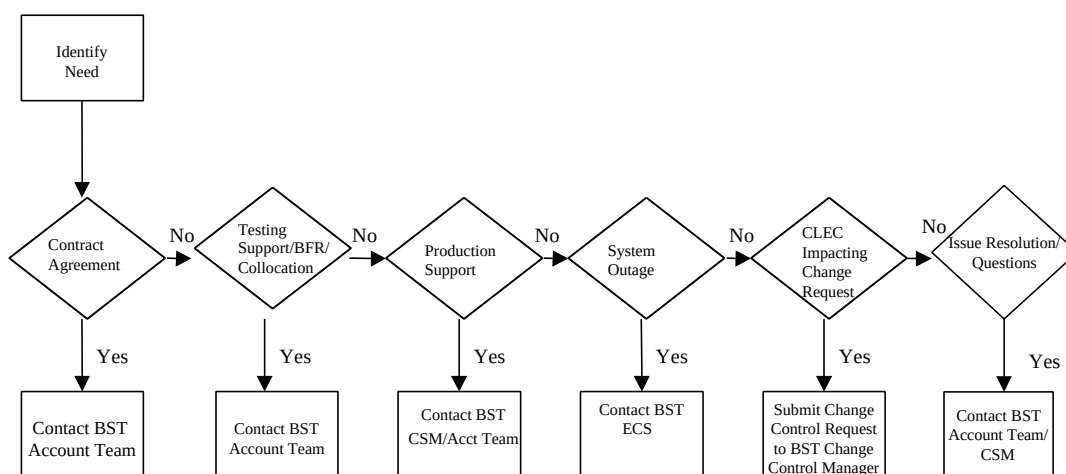


Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:

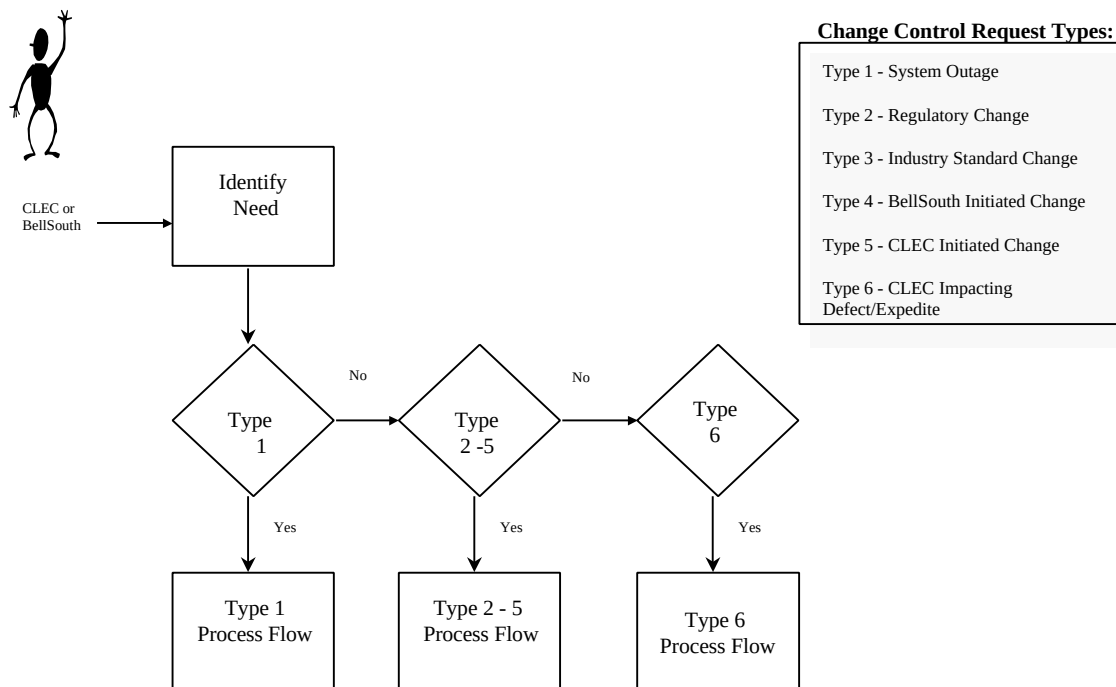


Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

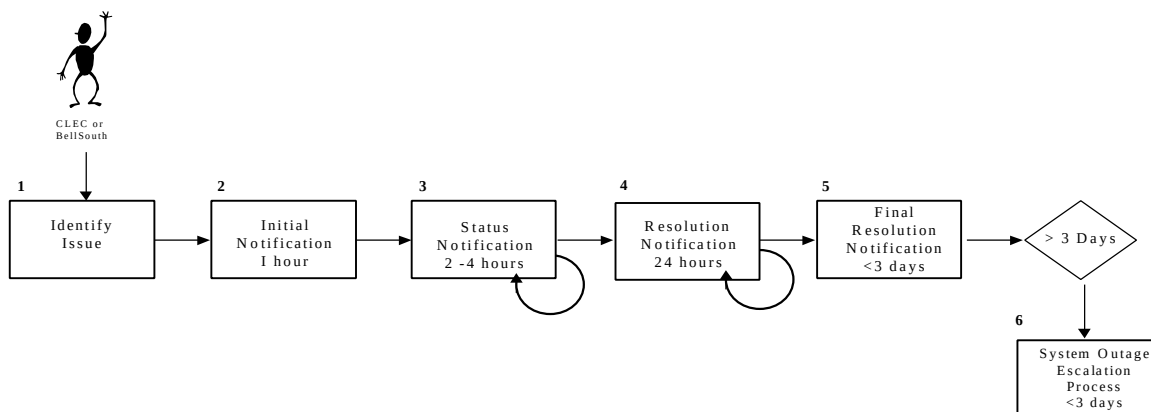


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. - ECS will continue to work towards the resolution of the problem - If outage is resolved, this notice is the first and final notification. The process for the item has ended.	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the web.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Outage Information will be reported in the monthly status meeting by the BCCM.		
3	ECS	<u>STATUS NOTIFICATION: (ITERATIVE)</u> - If the outage is not resolved, ECS will continue to work towards the resolution on the problem. - ECS may communicate with the industry / affected parties. The following information may be discussed: - Clarification of outage - Current status of resolution - Agreement of resolution - If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. - Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> - Industry Notification posted on Web <u>OUTPUTS:</u> - Status Notification posted on Web - Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION: (ITERATIVE)</u> - The resolution notification is posted to the Web. - If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. - If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. - When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	<u>INPUTS:</u> - Status Notification posted on Web - Resolution information <u>OUTPUTS:</u> - Resolution Information posted on Web - Final Resolution Information	24 hours after reporting outage
5		<u>FINAL RESOLUTION NOTIFICATION:</u> The final resolution notification is	<u>INPUTS:</u> Final Resolution Information	< 3 days

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
	ECS	posted on the Web.	<u>OUTPUTS:</u> Final Resolution Notification	
6	CCCM ECS	<u>ESCALATION</u> - Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. - Refer to the Type 1 - Escalation Process documented in Section 8.	<u>INPUTS:</u> - Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> - Documented Escalation - Escalation Response	➤ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

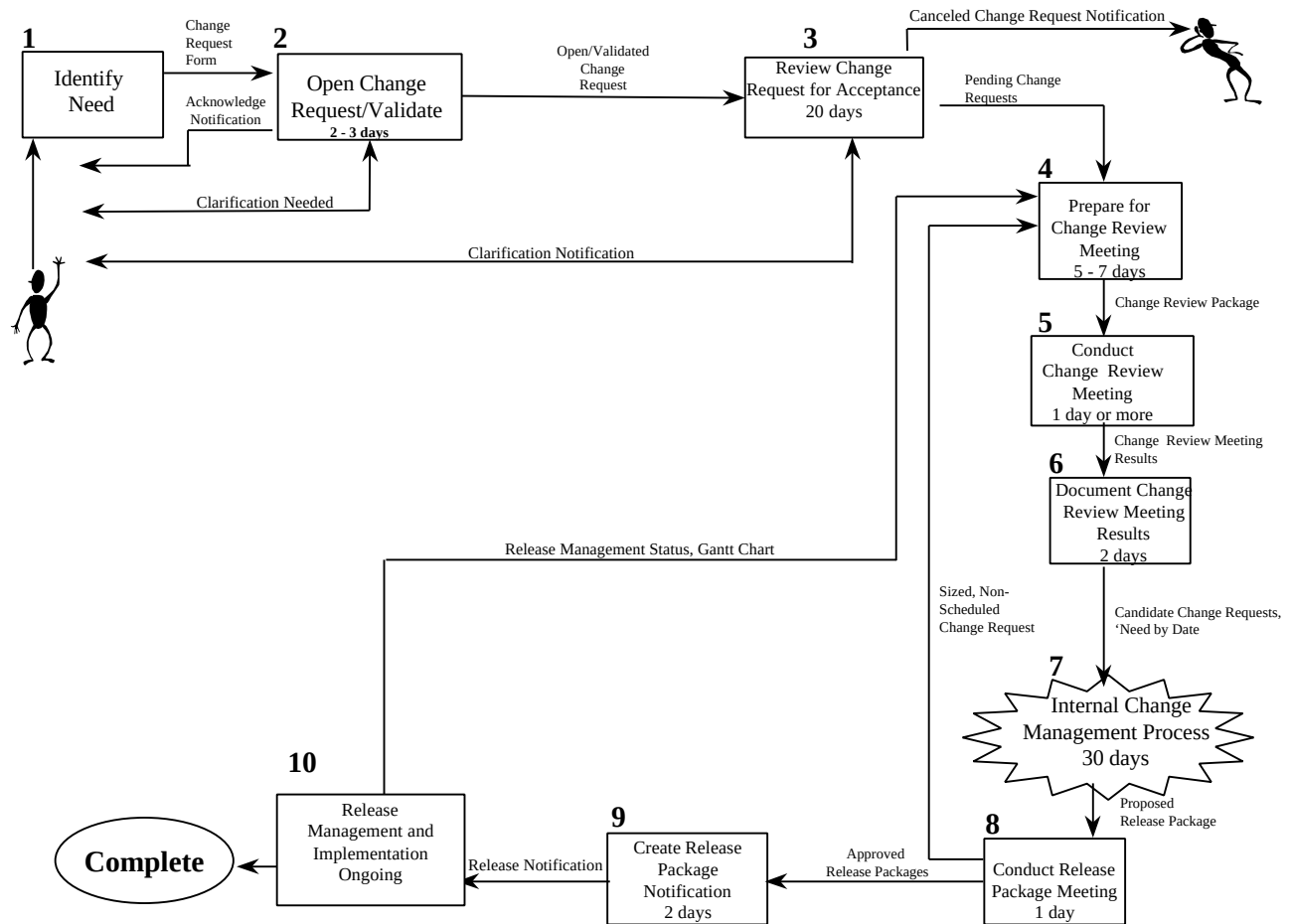


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- Software Release Notifications will be provided 30 days or more in advance of the implementation date.
- Documentation changes for business rules will be provided 30 days or more in advance of implementation date.
- CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> • Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request)	<u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request Clarification Response	2-3 Bus Days Clarification times would be in addition to cycle time.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		- Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	<u>OUTPUTS:</u> - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification via e-mail and web posting	
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> - Review Change Request and related information for content. - Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. - Determine status of request: - If change already exists or training issue forward Cancellation Notification (Attachment A-3) to CCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log. NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. - BST may reject the change request	<u>INPUTS:</u> - New Change Request - Validated Change Request - Clarification Notification (if required) <u>OUTPUTS:</u> - Pending Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		based on the following reasons: cost, industry direction or technically not feasible to implement and will provide notification to the originating party. Prior to rejecting a request, all options for accommodating the request will be exhausted. The rejection reason will be shared with the CLECs for input. NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. <u>BCCM</u> 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. <u>CCCM</u> 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish “Desired/Want” dates. 3. Create draft Priority List to prepare for Change Review meeting.	<u>INPUTS:</u> • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log <u>OUTPUTS:</u> • Change Request Log • CLEC Draft Priority List	5-7 Bus Days
5	BCCM CCCM	<u>CONDUCT CHANGE REVIEW MEETING</u> <u>Monthly Status Meetings</u>	<u>INPUTS:</u> • Change Request Log • CLEC Draft Priority List • Desired/Want Dates	1 Bus Day (or as needed based on volume)

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. <u>Prioritization Meetings (held as needed based on published release schedule)</u> 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests. 5. Develop final Candidate Requests list of Pending Change Requests by category, 'Need by Dates' and prioritized Change Requests. 6. Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.	• Impact analysis <u>OUTPUTS:</u> • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	Meeting Day
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> 1. Prepare and distribute outputs from Step 5.	<u>INPUTS:</u> • Change Request Log • Final Candidate Request List <u>OUTPUTS:</u> • Updated Change Request Log • Web posting of meeting output	2 Bus Days
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> 1. Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities only to the Candidate Change Requests that meet the criteria established by the Internal Change Management Process. This ensures that participating parties are	<u>INPUTS:</u> • Candidate Change Request List with agreed upon 'Need by Dates' • Change Request Log <u>OUTPUTS:</u> • BellSouth's Proposed Release Package	30 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		reviewing capacity and impacts to schedules before assigning resources to activities.	Release Package	
8	BCCM CCCM	<u>CONDUCT RELEASE PACKAGE MEETING</u> 1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. Non-scheduled Change Requests returned to Step 4 as Input for the “Prepare for Change Review Meeting” process. 5. Based on BST/CLEC consensus create Approved Release Package. 6. Identify Release Management Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting. 8. All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”.	<u>INPUTS:</u> • BellSouth’s Proposed Release Package • BellSouth’s Release Schedule • Change Request Log <u>OUTPUTS:</u> • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests • Non-Scheduled Change Requests (Return to Step 4) • Date for initial Release Management Project Meeting	1 Bus Day
9	BCCM	<u>CREATE RELEASE PACKAGE NOTIFICATION</u> 1. Develop and distribute Release Notification Package via web.	<u>INPUTS:</u> • Approved Release Package <u>OUTPUTS:</u> • Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. 4. Once a Change Request is implemented in a release, the status will be changed to “I” for Change Implemented.	<u>INPUTS:</u> • Approved Release Package Notification <u>OUTPUTS:</u> • Project Release Status • Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Implemented Change Request	Ongoing

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5.0 DEFECT/EXPEDITE NOTIFICATION PROCESS

A CLEC/BST identified defect/expedite will enter this process through the Change Management Team as a Type 6 Change Request. If the defect/expedite is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

A **defect** is any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

An **expedited feature** is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

Type 6 Change Requests will have three Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

Expedited features will be treated as High Impact.

- **Medium Impact**

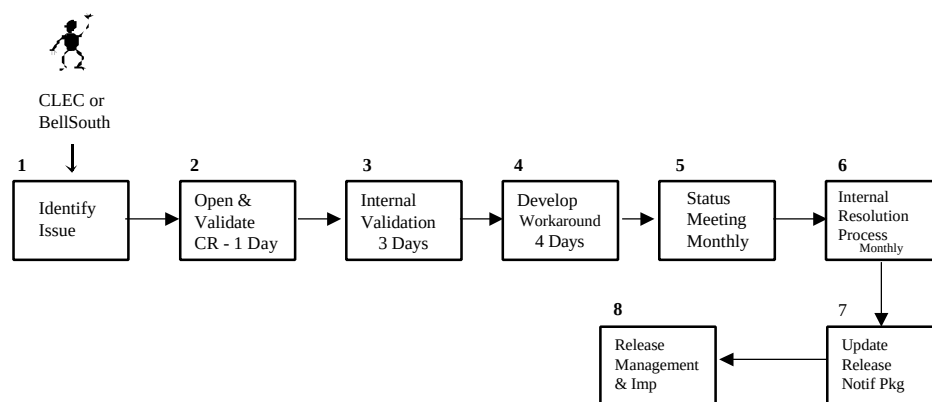
The failure causes impairment of critical system functions, though a workaround solution does exist.

- **Low Impact**

The failure causes inconvenience or annoyance.

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Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/Expedite.



Note: Step 4 (Develop Workaround) does not apply for High Impact Expedites.

Figure 5-1. Type 6 Process Flow

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The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects/expedites, provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Identify Defect/Expedite. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 3. Include description of business need and details of business impact. 4. Attach related requirements and specification documents. These attachments should include the following: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> • Type 6 Change Request <u>OUTPUTS:</u> • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE DEFECT/EXPEDITE FORM FOR COMPLETENESS</u> 1. Log Defect/Expedite in Change Request Log. 2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish CR status ('N' for New Defect/Expedite). 4. BCCM reviews change request for	<u>INPUTS:</u> • Completed Change Request Form (with related documentation if necessary) <u>OUTPUTS:</u> • New Defect/Expedite • Acknowledgment Notification • Clarification Notification (if required)	1 Bus Day

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		mandatory fields using the Change Request Form Checklist. - Verify specifications and related information exists. - Send Clarification Notification via email to the originator if needed. - Update CR Status to 'PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.		
3	BCCM	INTERNAL VALIDATION - Validate that it is a defect/expedite. - Perform internal defect/expedite analysis. <u>Determine status of request:</u> - If change already exists or training issue forward Cancellation Notification to CCCM or BCCM and update status to 'C' for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. Note: High Impact Expedites will skip Step 4 (Develop Workaround) and be scheduled for the current, next release, or point release, best effort. - If the process is operating as specified in the baselined requirements and published business rules, the BCCM	INPUTS: - New Defect/Expedite OUTPUTS: - Validated Defect/Expedite - Defect/Expedite notification to CLEC community via e-mail and web posting - Clarification Notification (if required) - Cancellation Notification (if required)	3 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		will communicate the results via e-mail to the originator to discuss/determine the next step(s). If issue is re-classified as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect/expedite process flow and enter Types 2-5 process flow (enter at Step 3). NOTE: See Section 9.0 Terms and Definitions – Defect/Expedite Status for valid status codes and descriptions. Defect/Expedite notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	<u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> - Defect workaround identified. - Change Request status changed to “W” for workaround identified. - Workaround is communicated via e-mail to originating CLEC. - If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. Defect workaround notification will be provided to CLEC community via e-mail and web posting. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	<u>INPUTS:</u> - Validated Defect - Clarification Notification (if required) <u>OUTPUTS:</u> - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of workaround	4 Bus Days
5	BCCM	<u>MONTHLY STATUS MEETING</u> - Provide status of Defect/Expedite. - Solicit CLEC/ BST input. - Update Defect/Expedite information as needed.	<u>INPUTS:</u> - Defects/Expedites Received - Change Request Log - Defect/Expedite Analysis - Workaround (if applicable)	Monthly or when status changes, whichever occurs first.

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
			OUTPUTS: - Updated status - Updated Change Request Log - Meeting minutes	
6	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> - Schedule and evaluate Defects/Expedites based on capacity and business impacts. - Provide status updates to the CLEC community via email as the status changes until the defect/expedite is scheduled. NOTE: Validated defects (High Impact) will be implemented within a 4 – 25 business day range, best effort. Expedites (High Impact) will be implemented in the current, next release, or point release, best effort.	INPUTS: - CLEC/ BST input OUTPUTS: - Defect/Expedites Release Schedule	Monthly or when status changes, whichever occurs first.
7	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> - Update and distribute release notification package via web. - All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”. Note: The release notification will be published in a timely manner, based on the release constraints associated with the defect/expedite.	INPUTS: - Defect/Expedite Feature Information OUTPUTS: - Updated Release Package Notification - Scheduled Change Request	Based on release constraints for defects/expedites (may be less than 30 days).
8	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 6 changes: Lead project manager communicates	INPUTS: - Approved Release Package Notification OUTPUTS: - Project Release Status	Ongoing

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Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		release management project status to BCCM for inclusion in Monthly status meetings. 2. BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. 3. Once a defect/expedite is implemented in a release, the status will be changed to "I" for Change Implemented.	- Implementation Date - Implemented Change Request	

6.0 CHANGE REVIEW

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to coincide with the published release schedules and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category
- Manual processes and documentation will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30 – 45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and obtain input from the CLEC community. BellSouth will provide specifications on the interface being developed to the CLEC Community. As new interfaces are deployed, they will be added to the scope of this document as appropriate, based on the use by the CLEC community and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.
- For Type 6 issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position. Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues) Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7878 404-927-7828	Linda.Tate3@bridge.bellsouth.com Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal Senior Director (for Systems Issues) Dee Freeman-Butler Senior Director (for Business Rules/Operations Issues)	404-927-7505 404-927-3545	Doug.Mcdougal@bridge.bellsouth.com Dee.Freeman2@bridge.bellsouth.com

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, BellSouth and the impacted CLEC(s) agree to follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.

If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name “Ccp.doc” (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings. All changes will be submitted as a change request and reviewed.

10.0 TESTING ENVIRONMENT

BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after “major releases”. CLECs are selected on a “first come, first served basis”.

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html

Select “Customer Guides”

Select “Local Exchange Ordering Guides”

Select “BellSouth EDI Specifications – TCIF 9”

Select “Section 7 – EDI Testing Guidelines for CLECS”

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select “OSS Information Center”

Select “TAG Documentation”

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations	- BonaFide Requests (BFR)
- Enhanced Billing Options Negotiations	- Production Support
- Customer Education	- Collocation
- Technical Assistance	- Testing Support
- General Problem Resolution	- Project/Order Coordination
- Tariff Interpretation	- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.

-
- **Type 3 – Industry Standard Change.** Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
 - **Type 4 – BellSouth Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
 - **Type 5 – CLEC Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
 - **Type 6 – CLEC Impacting Defect.** Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Type 6 – CLEC Impacting Expedite. The ability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **CRC = Change Review Complete.** Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).
- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).

- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect/Expedite Status. The status of a CLEC Impacting Defect/Expedite Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.



Change Request Form

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Internal Reference # _____ (1) Date Change Request Submitted ____/____/____ (2)

☐ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☐ TYPE 6 (DEFECT/EXPEDITE) OCN _____ (3A)

Company Name _____ (4)

CCM _____ (5) Phone _____ (6)

CCM Email Address _____ (7) Fax _____ (8)

Alternate CCM _____ (9) Alt Phone # _____ (10)

Originator's Name _____ (11) Phone _____ (12)

Title of Change _____ (13)

Category ☐ Add New Functionality ☐ Change Existing (14) Desired Due Date ____/____/____ (15)

Originating CCM assessment of impact ☐ High ☐ Medium ☐ Low (16)

Originating CCM assessment of priority ☐ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☐ Ordering ☐ EDI ☐ LNP ☐ LENS ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☐ Software ☐ Product & Services ☐ Documentation	☐ Hardware ☐ New or Revised Edits ☐ Regulatory	☐ Industry Standards ☐ Process ☐ Other	☐ Defect/Expedite

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

Attachment A-1



Change Request Form

This Section to be completed by BCCM only.

Change Request Log # _____ (23) Clarification ☐ Yes ☐ No (24)

Clarification Request Sent ____/____/____ (25) Clarification Response Due ____/____/____ (26)

Status _____ (27)

Change Request Review Date ____/____/____ (28) Target Implementation Date ____/____/____ (29)

Last Modified By _____ (30) Date Modified ____/____/____ (31)

Change Review Meeting Results (32)

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date ____/____/____ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date ____/____/____ (37)

CMVC # _____ (38)

DDTS# _____ (39)



Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect/Expedite Change Request

Defect/Expedite Validation Results: (40)

Clarification Needed ☐ Yes ☐ No

☐ Defect ☐ Expedite ☐ Feature ☐ Training Issue ☐ Duplicate ☐ Cancel

Defect/Expedite Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/expedite: ☐ EDI ☐ TAG ☐ LNP ☐ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: _____

Change Request Form Checklist

All fields will be validated before change request is returned for clarification.

Field	Checklist	Description	Instructions	Action Required
1	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	No action	
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	Date entry required
3	Mandatory	Indicate type of Change Request: CLEC or BST Initiated, Industry Standard or Regulatory.	Return to sender	Company designation required
3a	Conditional	Indicate whether Change Request is a defect/expedite. Also provide OCN to assist with internal validation of defect/expedite.	Return to sender	Entry required (if the change is a Type 6)
4	Mandatory	Enter company name for the Change Request.	Return to sender	Company name required
5	Mandatory	Enter originating company's Change Control Manager's name.	Return to sender	CCM name required
6	Mandatory	Enter originating company's Change Control Manager's phone number.	Return to sender	CCM phone number required
7	Mandatory	Enter originating company's Change Control Manager's e-mail address.	Return to sender	CCM e-mail address required
8	Mandatory	Enter originating company's CCM's fax number.	Return to sender	CCM fax number required
9	Mandatory	Enter originating company's alternate contact name.	Return to sender	Alternate contact name required
10	Mandatory	Enter originating company's alternate contact phone number.	Return to sender	Alternate contact number required
11	Optional	Optional field for the company's internal SME requesting enhancement. This field can be for internal use only or you can choose to share it.	No action	No action
12	Optional	Optional field for the company's internal SME's phone number requesting enhancement. This field can be for internal use only or you can choose to share it.	No action	No action
13	Mandatory	For the purpose of referencing the Change Request, assign a short, but descriptive name.	Return to sender	Title required – maximum length 40 char.
14	Mandatory	Identify request category for the Change Request.	Return to sender	Category required
15	Optional	Enter desired implementation due date for the proposed enhancement.	No action	No action
16	Mandatory	Identify originating company assessment of impact.	Return to sender	Entry required
17	Mandatory	Identify originating company assessment of priority.	Return to sender	Entry required
18	Mandatory	Indicate interface(s) affected by the proposed Change Request.	Return to sender	Entry required
19	Mandatory	Indicate the type of change for the request.	Return to sender	Entry required
20	Mandatory	Describe the proposed change request, indicating the purpose and benefit of request. If additional space is needed, use additional space sheet.	Return to sender	Description of change request required
21	Mandatory	Indicate any known dependencies relative to the Change Request. If none are known, enter "None known".	Return to sender	Entry required

Attachment A-1A

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

Change Request Form Checklist

Field	Checklist	Description	Instructions	Action Required
22	Mandatory	Indicate whether additional information accompanies/supports the proposed Change Request. If yes, list all documents attached or reference where they can be found, including internet address and standards reference, if applicable.	Return to sender	Supporting documentation must accompany request
23	Mandatory BCCM	A Change Request Log Number generated by "the Change Request Logging system" upon receipt of change request. The number should be sent back to the originator on the acknowledgment receipt. This # will be used to track the Change Request.	Return to sender	Log number - system generated.
24	Conditional BCCM	Indicates whether clarification is needed on the Change Request.		
25	Conditional BCCM	Date clarification request sent to originating CCM.		
26	Conditional BCCM	Date clarification due back from originating CCM.	Return to sender	
27	Mandatory BCCM	Indicate status of proposed change request (i.e. clarification, validation, pending, etc.)		
28	Mandatory BCCM	Assign date when change request will appear on Review Board agenda.	Return to sender	
29	Mandatory BCCM	A soft date for implementation. Updated based on Candidate Release Package info.		
30	Mandatory BCCM	Field that communicates who last updated the request.		
31	Mandatory BCCM	Field that communicates when the last update occurred		
32	Mandatory BCCM	Change Request results captured from the Change Review meeting.		
33	Conditional BCCM	Canceled Change Request reasoning.	Return to sender	
34	Conditional BCCM	Concurrence with Change Request originating company. Show date of concurrence.	Return to sender	
35	Conditional BCCM	Change Request Appeal indication.		
36	Conditional BCCM	Detailed description of the appeal considerations.		
37	Mandatory BCCM	Indicate agreed release date from Project Release Plan.		
38	Conditional BCCM	Indicate CMVC reference Number		
39	Conditional BCCM	Indicate DDTS reference Number		
40	Mandatory BCCM	Results of Internal Defect/Expedite Validation		



Change Request Clarification Response

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Log # _____ (1) Date Clarification Sent ____/____/____ (2)
Internal Reference # _____ (3) Clarification Version # _____ (4)
Date Change Request Submitted ____/____/____ (5)

☐ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (6)

☐ TYPE 6 (DEFECT/EXPEDITE) OCN _____ (6A)
Company Name _____ (7)

CCM _____ (8) Phone _____ (9)

CCM Email Address _____ (10) Fax _____ (11)

Alternate CCM _____ (12) Alt Phone # _____ (13)

Originator's Name _____ (14) Phone _____ (15)

Title of Change _____ (16)

Category ☐ Add New Functionality ☐ Change Existing (17) Desired Due Date ____/____/____ (18)

Originating CCM assessment of impact ☐ High ☐ Medium ☐ Low (19)

Originating CCM assessment of priority ☐ Urgent ☐ High ☐ Medium ☐ Low (20)

Interfaces Impacted (21)			
☐ Pre-Ordering	☐ Ordering	☐ Maintenance	☐ Manual
☐ LENS	☐ EDI ☐ LNP	☐ TAFI	
☐ TAG	☐ LENS	☐ EC-TA Local	
☐ CSOTS	☐ TAG		

Type Of Change - Check one or more, as applicable (22)			
☐ Software	☐ Hardware	☐ Industry Standards	☐ Defect/Expedite
☐ Product & Services	☐ New or Revised Edits	☐ Process	
☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (23)

Known dependencies (24)

Additional Information ☐ Yes ☐ No (25)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____

Attachment A-2A



Change Request Clarification Response Checklist

All fields will be validated before change request is returned for clarification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	BellSouth Log number assigned to the original Change Request.	No action.	
2	Mandatory	Date Change Request Clarification sent to BCCM.		
3	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	No action.	
4	Mandatory	Version number for tracking clarifications.		
5	Mandatory	Date original Change Request sent to BCCM.	Return to sender	Date entry required
6	Mandatory	Indicate Type of Change Request: Type 6 (Defect/Expedite), Type 5 (CLEC), Type 4 (BST), Type 3 (Industry) or Type 2 (Regulatory)	Return to sender	Company designation required
6a	Conditional	If Type 6 Change Request, provide OCN to assist with internal validation of defect/expedite.	Return to sender	Entry required (if the change is a Type 6)
7	Mandatory	Enter company name for the Change Request.	Return to sender	Company name required
8	Mandatory	Enter originating company's Change Control Manager's name.	Return to sender	CCM name required
9	Mandatory	Enter originating company's Change Control Manager's phone number.	Return to sender	CCM phone number required
10	Mandatory	Enter originating company's Change Control Manager's e-mail address.	Return to sender	CCM e-mail address required
11	Mandatory	Enter originating company's CCM's fax number.	Return to sender	CCM fax number required
12	Mandatory	Enter originating company's alternate contact name.	Return to sender	Alternate contact name required
13	Mandatory	Enter originating company's alternate contact phone number.	Return to sender	Alternate contact number required
14	Optional	Optional field for the company's internal SME requesting change. This field can be for internal use only or you can choose to share it.	No action	No action
15	Optional	Optional field for the company's internal SME's phone number requesting change. This field can be for internal use only or you can choose to share it.	No action	No action
16	Mandatory	For the purpose of referencing the Change Request, assign a short, but descriptive name.	Return to sender	Title required – maximum length 40 char.
17	Mandatory	Identify request category for the Change Request.	Return to sender	Category required
18	Optional	Enter desired implementation due date for the proposed change.	No action	No action
19	Mandatory	Identify originating company assessment of impact.	Return to sender	Entry required
20	Mandatory	Identify originating company assessment of priority.	Return to sender	Entry required
21	Mandatory	Indicate interface(s) affected by the proposed Change Request.	Return to sender	Entry required
22	Mandatory	Indicate the type of change for the request.	Return to sender	Entry required

Attachment A-2A

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.



Change Request Clarification Response Checklist

Field	Checklist	Description	Instructions	Action Required
23	Mandatory	Describe the proposed change request, indicating the purpose and benefit of request. If additional space is needed, use additional sheet.	Return to sender	Description of change request required
24	Mandatory	Indicate any known dependencies relative to the Change Request. If none are known, enter "None known".	Return to sender	Entry required
25	Mandatory	Indicate whether additional information accompanies/supports the proposed Change Request. If yes, list all documents attached or reference where they can be found, including internet address and standards reference, if applicable.	Return to sender	Supporting documentation must accompany request

Acknowledgment Notification (Sample)

(1) Change Request Log #: 878 (2) Date Change Request Submitted: 04/01/1998
(3) Date Change Request Received: 04/01/1998
(4) Internal Reference #: ARX00000 (5) Date of Notification: 04/04/1998
(6) Company Name: John Doe Telephone
(7) Title of Change: Creation of new EDI transaction for jeopardy processing – 870 transaction number.
(8) Request Category: Add New Functionality
(9) Response due date: 04/08/1998
(10) BCCM Contact name _____ (11) Phone _____

Cancellation Notification (Sample)

(1) Change Request Log #: 878 (2) Date Change Request Submitted: 04/01/1998
(3) Date Change Request Received: 04/01/1998
(4) Internal Reference #: ARX00000 (5) Date of Notification: 04/04/1998
(6) Company Name: John Doe Telephone
(7) Title of Change: Creation of new EDI transaction for jeopardy processing – 870 transaction number.
(8) Cancellation Type: Duplicate Request
(9) Cancellation Acknowledgment Date: 05/15/1998
(10) Cancellation Explanation: Same functionality as Change Request RWR52434.
(11) BCCM Contact name _____ (12) Phone _____

Acknowledgment Notification Checklist

All fields will be validated prior to sending the Acknowledgment Notification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action.
5	Mandatory	Date of Change Request Notification.	Return to sender	Current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Identify request category for the Change Request.	Return to sender	
9	Mandatory	Response due date.	Return to sender	
10	Mandatory	BCCM Contact Name.	Return to sender	
11	Mandatory	BCCM Contact Phone Number	Return to sender	

Cancellation Notification Checklist

All fields will be validated prior to sending the Cancellation Notification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action.
5	Mandatory	Date of Change Request Notification.	Return to sender	Current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Canceled Change Request reasoning.	Return to sender	
9	Mandatory	Cancellation Acknowledgment Date	Return to sender	
10	Mandatory	BCCM Contact Name.	Return to sender	
11	Mandatory	BCCM Contact Phone Number	Return to sender	

Clarification Notification (Sample)

(1) **Change Request Log #:** 878 (2) **Date Change Request Submitted:** 04/01/1998
(3) **Date Change Request Received:** 04/01/1998
(4) **Internal Reference #:** ARX00000 (5) **Date of Notification:** 04/04/1998

(6) **Company Name:** John Doe Telephone

(7) **Title of Change:** Creation of new EDI transaction for jeopardy processing – 870 transaction number.

(8) **Request Category:** Add New Functionality

(9)¹ **Please Clarify:**

☐ Date Change Request Submitted (2)	☐ TYPE (3)
☐ Company Name (4)	☐ CCM (5)
☐ CCM Phone (6)	☐ CCM E-mail (7)
☐ Fax (8)	☐ Alternate CCM (9)
☐ Alternate Phone (10)	☐ Title of Change (13)
☐ Category (14)	☐ Assessment of Impact (16)
☐ Priority (17)	☐ Interfaces affected (18)
☐ Type of Change (19)	☐ Description (20)
☐ Known dependencies (21)	☐ Additional Information (22)

(10) **Response due by:** 04/08/1998

(11) **BCCM Contact name**_____ (12) **Phone**_____

¹ The individual field references correspond directly to the Change Request Form.

Clarification Notification Checklist

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action
5	Mandatory	Date of Change Request Notification.	Return to sender	Default to current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Request Category	Return to sender	
9	Mandatory	Clarification Considerations - Numbers in parentheses refer to corresponding fields on the Change Request Form.	Return to sender	
10	Mandatory	Response due by date.	Return to sender	
11	Mandatory	BCCM Contact Name.	Return to sender	Default to BCCM.
12	Mandatory	BCCM Contact Phone Number	Return to sender	Default to BCCM Number.

Letter of Intent

Interfaces	☐ Pre-Ordering	☐ Ordering	☐ Maintenance
	☐ TAG	☐ EDI	☐ EC-TA Local
	☐ LENS	☐ TAG	☐ TAFI
		☐ LENS	

(Signature) _____

The CLEC agrees that it will begin commercial use of the interface selected above within six (6) months from the date of this LOI, and further agrees that if commercial usage does not begin within six (6) months, that this LOI will be canceled.

Release Management Project Plan Template

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Scope Statement

The project scope defines the boundaries by which the project will operate. The scope statement will be used to obtain agreement and approval from the customers and stakeholders for the project funding.

See Scope Statement Template

Communication Plan

The project team will determine the type and frequency of communications that must take place during the project life cycle to enable the project's success. The table below outlines the agreed to communication vehicles.

Status Communiqué	Distribution	Frequency	Owner
Project Release Status Report	- Team Members - Enhancement Review Team	- Weekly - Monthly	Project Manager
Team Member To Do List	Team Member	Weekly	Project Manager
Executive Summary	Project Sponsor	Monthly	Project Manager
Status Meeting/Minutes	Team Members	Weekly	Project Manager

All escalations will be communicated by the project manager to the project sponsor.

See Project Release Status Report

See CCP To Do List/Resource (part of Microsoft Project file - Custom Report)

See CCP To Do List/Dates (part of Microsoft Project file - Custom Report)

Project Tracking Plan

Project tracking and control is the process whereby the project manager determines the degree to which the project plan is being met. The focus is on the schedule, budget and resource allocations.

The project manager will hold regularly scheduled team meetings for the purpose of updating the Work Breakdown Schedule (WBS) with accurate information. During these meetings, all new issues will be raised and assigned to an owner for resolution. All existing issues will be reviewed for current status and/or closure.

Other documents to be updated during the team meetings are as follows:

- Change Control Plans
- Risk Management Plans
- Communication Plans
- Scope Statements
- Team Roster and Responsibilities

Project status will be created and distributed as defined in the Communications Plan.

Attachment B-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

Work Breakdown Structure

The project manager will develop a Work Breakdown Structure (WBS) in the appropriate project management software application, including tasks, durations, start/end dates, dependencies, personnel resources, and related costs. A draft version of the WBS will be created by the project manager and reviewed with the project team in an effort to effectively utilize the team's time. The WBS will be revised and agreed to by the entire team to facilitate activity ownership and commitment.

While creating the WBS, the team should consider all resource, time, budget and performance constraints associated with the project.

See WBS Template (part of Microsoft Project file - Gantt View)

Roles and Responsibilities

Project roles will be defined to clearly identify expectations among project participants. Update the table below with the correct project roles and responsibilities.

ROLES

Project Manager

RESPONSIBILITIES

Identify Preliminary Resources
Hold Kick-off Meeting
Develop Project Plan Documents
Track Project Status
Time
Cost
Manage Change Control
Manage Issues
Communicate Project Status

Project Sponsor

Understand Current Project Status
Single Point of Contact for Escalations
Communicate Project Status
Define/Approve Milestone Exit Criteria

Stakeholder

Provide Team Members / External Project Support
Understand Current Project Status
Define Milestone Exit Criteria

External Project Support

Perform Agreed to Activities as Defined
Provide Project Manager Status

Team Members

Attend Project Team Meetings
Perform Agreed to Activities as Defined
Provide Project Manager Status

Project Team Roster

A list of all parties associated with or impacted by the project should be documented and distributed to the team.

See Project Team Roster

Risk Management Plan

In an effort to mitigate possible negative impacts to the project, a high-level risk assessment should be performed during the initial phase of the project. For each high-level risk, the team should develop a mitigation strategy or position. As potential risks are identified during the project life cycle, the team should again develop a mitigation strategy or position.

Attachment B-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

See High-Level Risk Assessment
See Risk Event Assessment and Planning

Change Control Plan

Throughout the project life cycle, changes will be introduced which will impact the project scope statement. These changes could be due to a new customer need/requirement or a miss communication of an existing requirement. Each change must be evaluated to effectively understand the possible impact to resources, time and/or cost.

See Scope Change Request and Evaluation
See Scope Change Request Log

Project Issues

Day to day issues will be entered on a project issues log as an interim solution until further discussion can take place among the team. Each issue could result in the addition of a new activity to the WBS, a risk to be evaluated in the Risk Management Plan, or a change to be managed through the Change Control Plan.

See Project Issue Log

Scope Statement Template

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Project Definitions

PROJECT TITLE	
PROJECT MANAGER	
PROJECT TEAM MEMBERS	
GOALS/OBJECTIVES	
SCOPE STATEMENT	
ASSUMPTIONS	
MAJOR RISKS	
DELIVERABLES	
ACCEPTANCE CRITERIA	
PHASES	
KEY MILESTONES	
KEY RESOURCE REQUIREMENTS	
EXTERNAL CONSTRAINTS	
RELATED PROJECTS	

Project Release Status Report

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

PROJECT MANAGER	CURRENT PROJECT PHASE	SUPPORTING DOCUMENTATION ATTACHED? ☐ Yes ☐ No	WEEK ENDING DATE

Report Information

Status Changes from Last Report	✓	Explain
Assumptions	☐	
Scope	☐	

Schedule Information

High-Level Phase Deliverable	Original Complete Date	New Est. Complete Date	Actual Complete Date	Explanation

Budget Information

Project Tracking Element	YTD Budget	YTD Actual	YTD Diff.	% Diff.	Explanation

Deliverable Information

COMPLETED DELIVERABLES
DELIVERABLES DUE NEXT PERIOD

Work Breakdown Structure Template

Project Management WBS Template						
ID	Task Name	Duration	Start	Finish	Pred	Resource
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
2	Define Requirements	3d	1/9/98	1/13/98		
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
4	Meet to Baseline Requirements (several meetings)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
6	Perform Analysis	4d	1/14/98	1/19/98		
7	Analyze Requirements Document	1d	1/14/98	1/14/98	5	BST
8	Produce/Distribute Updated Requirements Document	1d	1/15/98	1/15/98	7	BST
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
10	Analyze/Finalize Updated Requirements Document	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code, unit test)	1d	1/20/98	1/20/98	10	All
12	Perform Testing	5d	1/20/98	1/26/98		
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
14	Perform Internal Testing (systems, integration)	1d	1/21/98	1/21/98	13, 11	All
15	Perform External Testing	3d	1/22/98	1/26/98		
16	Perform Network Validation Testing (NVT)	1d	1/22/98	1/22/98	14	All
17	Perform End to End Testing	1d	1/23/98	1/23/98	16	All
18	Perform Stress/Volume	1d	1/26/98	1/26/98	17	All
19	Make Go/No Go Decision	1d	1/27/98	1/27/98	18	All
20	Deploy Release/Cut Over	11d	1/15/98	1/29/98		
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
22	Develop Migration Plan Old to New (60-90 days) (Freeze Old Code)	1d	1/28/98	1/28/98	19	All
23	Perform Cut-Over	1d	1/28/98	1/28/98	19	All
24	Develop Post Implementation Audit Report	1d	1/29/98	1/29/98	23	All
25	Perform Training	8d	1/20/98	1/29/98		
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All
27	Develop Training Package	1d	1/21/98	1/21/98	26	All
28	Train Users	1d	1/29/98	1/29/98	23	All

To Do List by Resource as of 2/10/98

ID	Task Name	Duration	Start	Finish	Predecessors	Resources
Week of Jan 4						
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
Week of Jan 11						
4	Meet to Baseline Requirements (several mtgs)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
Week of Jan 18						
10	Analyze/Finalize Updated Requirements Doc	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code)	1d	1/20/98	1/20/98	10	All
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All
14	Perform Internal Tests (systems, integration)	1d	1/21/98	1/21/98	13, 11	All
27	Develop Training Package	1d	1/21/98	1/21/98	26	All
16	Perform Network Validation Testing (NVT)	1d	1/22/98	1/22/98	14	All
17	Perform End to End Testing	1d	1/23/98	1/23/98	16	All
Week of Jan 25						
18	Perform Stress/Volume	1d	1/26/98	1/26/98	17	All
19	Make Go/No Go Decision	1d	1/27/98	1/27/98	18	All
22	Develop Migration Plan Old to New	1d	1/28/98	1/28/98	19	All
23	Perform Cut-Over	1d	1/28/98	1/28/98	19	All
24	Develop Post Implementation Audit Report	1d	1/29/98	1/29/98	23	All
28	Train Users	1d	1/29/98	1/29/98	23	All

To Do List by Dates as of 2/10/98

ID	Task Name	Duration	Start	Finish	Predecessors	Resources
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
4	Meet to Baseline Requirements (several mtgs)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
7	Analyze Requirements Document	1d	1/14/98	1/14/98	5	BST
8	Distribute Updated Requirements Document	1d	1/15/98	1/15/98	7	BST
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
10	Analyze/Finalize Updated Requirements Doc	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code)	1d	1/20/98	1/20/98	10	All
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All

Project Team Roster

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Guideline: Use this roster format as guidance, expanding or condensing as necessary.

Project Management

PROJECT MANAGER	EMAIL	PHONE	PAGER	FAX

Sponsor/Stakeholder

PROJECT SPONSOR	EMAIL	PHONE	PAGER	FAX
STAKEHOLDER(S)	EMAIL	PHONE	PAGER	FAX

External Project Support

NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX

Project Team

NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX

High-Level Risk Assessment

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	EVALUATOR (PRINT)	SIGNATURE	DATE PREPARED

Instructions: Put a check in the column that provides the best answer. Use the attached sheets for an explanation of each item. After all items have been evaluated, provide an overall risk assessment based on the individual responses.

High-Level Risk Assessment

Risk Category	Level of Risk			
	Not Applicable	Low Risk	Moderate Risk	High Risk
Strategic importance				
Management support				
Budget availability				
Resource availability				
Project manager availability				
Time frame				
Clarity of and agreement on project objectives				
Participation in project definition				
Customer interest and involvement				
User involvement				
Technical complexity				
Technology maturity				
Relevant experience				
Supplier/contractor involvement				
Major obstacles				
OVERALL RISK				

Guidelines

Strategic Importance	Assess the strategic importance of the project. How essential is it to the planned corporate objectives or to the maintenance of current operations? The less essential the project, the greater the risk that it will not receive sufficient support and attention. Low Risk: The project has substantial strategic importance; it has either been mentioned directly as a major initiative or directly supports a major initiative. Moderate Risk: Failure to complete the project would jeopardize the achievement of major initiatives. Project sponsors would designate the project as “necessary.” High Risk: The project does not directly relate to any major strategic initiatives. Project sponsors would designate the project as “nice to have.”
Management Support	Determine the extent to which management throughout the company actively supports the project. Management support is essential if the project is to be effectively carried out. Management provides the resources by which the project is accomplished. Low Risk: Management in all organizations that will participate in the project actively supports the project initiative and willingly commits resources to the effort. Moderate Risk: Project sponsor provides strong support and establishes momentum among other managers who control resources. High Risk: Project sponsor is not strongly interested; no significant management attention or interest from any side.
Budget Availability	Evaluate the availability of funding to support the project. Determine whether funding will be available in the time frame necessary to carry out the work. Ensure funding is available for all resources—people, suppliers, material, computer time, and so on. Low Risk: Funding has been identified for the project, matching the time frame in which funds are required. Moderate Risk: Funding has not been identified specifically for the project; however, funding is available within established budgets and management has approved its use. High Risk: Funding has not been identified for the project, and funds are tight or unavailable within existing budgets.
Resource Availability	People are the most critical resource for the project. Evaluate the availability of human resources, assessing not only whether the required number of people are available but whether the right types of skills and experience levels are also available. Low Risk: A project team has already been identified with the requisite skills; team members have been committed to the effort. Moderate Risk: Project team members have not been identified specifically. Most skills are thought to be readily available within the company. High Risk: Project team members have not been identified. Resources are scarce, and obtaining the necessary skills will be difficult in the required time frame.
Project Manager Availability	The availability of a qualified project manager will increase the chances of project success. Assess whether a project manager is available and will be assigned to the project. Low Risk: A project manager has already been identified for the project and is available in the required time frame. Moderate Risk: A project manager has not been specifically identified, but qualified project managers are available. High Risk: No qualified project manager is available to assume responsibility for the project.

Time Frame	Assess the time frame in which the project is required. Tighter time frames increase overall project risk. There should be sufficient time to plan the project thoroughly and to accomplish all project tasks. Low Risk: There is sufficient time available for project planning and project execution, including provision for a reasonable amount of slack time to accommodate unforeseen delays. Moderate Risk: There is sufficient time for project planning and project execution, assuming an optimized schedule with an aggressive critical path. High Risk: Even with the most aggressive scheduling, the project time frame is unrealistic. Deadlines will possibly result in cutting corners to meet the schedule.
Clarity of and Agreement on Project Objectives	Assess the degree to which project objectives have been defined clearly. If the objectives are not clear, it is unlikely that the project will be carried out successfully. Also important is the extent to which the project objectives have been communicated and bought into by the company's organizational elements that will contribute to or support the project. Low Risk: Project objectives are clearly defined, have been communicated throughout relevant organizations, and have been agreed to. Moderate Risk: Project objectives have been generally defined, and there is general agreement with them. There is no detailed description of the objectives, however. High Risk: Project objectives have not been defined, or there is substantial disagreement with them among the organizations.
Participation in Project Definition	Determine whether the project has already been defined or if the project manager and project team will be allowed to participate in the project definition. Projects that are defined and handed to the project team are generally more difficult to complete than projects in which the project team participates in the project definition process. Low Risk: There is no current project definition; the project team will be a key player in the project definition process. Moderate Risk: There is a current project definition; however, the project team will have an opportunity to review and revise that definition during the planning process. High Risk: The project definition is already established; the project team will have no opportunity to revise it.
Customer Interest and Involvement	Evaluate the level of interest in the project on the part of the project's ultimate customer. Will the customer materially participate in the project's implementation? Customer interest and involvement is an important element in ensuring the project is completed as planned. Low Risk: The customer is actively interested in the project, has assigned a point of contact, and intends to participate in key project activities. Moderate Risk: The customer is interested in the project and intends to participate in some project activities. High Risk: The customer expresses little or no interest in the project and has no interest in participating in project activities.

User Involvement	Determine the extent to which users will be involved in the project. User participation can enhance the design and development processes and can streamline the project validation process. Low Risk: Users will definitely be involved with the project. A user team has been identified, and provisions have been made to provide adequate user participation. Moderate Risk: Users will likely be involved with the project; however, no specific plans have been made for their participation. High Risk: Users are unavailable to participate in the project.
Technical Complexity	The level of technical complexity is a direct contributor to overall project risk. Assess the complexity of the project with regard to the project's size, the type of system to be developed, the number of organizations that will participate, and the difficulty of the task. Low Risk: The project is technically straightforward. The system is limited to a specific application with little crossover or interface with other systems and applications. Moderate Risk: The project presents a technical challenge. The requirement is difficult to solve, or the system will perform multiple functions in concert with other systems. High Risk: The project is extremely difficult technically. There are substantial integration requirements with other systems.
Technology Maturity	Mature technology is easier to work with than emerging technology. Assess the level of maturity of the technology to be used in the system. Does the technology currently exist? Has it been proven in other applications? Will the technology be developed during the course of the project? Low Risk: Virtually all the technology to be used on the project has been used in other, proven applications. Moderate Risk: Most technology has been used in other applications. There will be some technology development during the project but that will be limited to specific functions and areas. High Risk: Most project technology will be developed during the project and must be proven during the validation and testing process.
Relevant Experience	Organizations that have experience with similar projects can complete projects with less risk than organizations doing a project for the first time. Determine whether the company has experience with projects that relate to or are similar to the contemplated project. Low Risk: The company has substantial experience with related or similar projects and can apply that experience to the current project. Moderate Risk: The company has some experience with related projects. High Risk: This is the first project of this type that the company has undertaken.
Supplier/ Contractor Involvement	Involving suppliers or contractors in the project can increase the risk, especially if the company has not worked with those organizations before. Determine the extent and anticipated difficulty of supplier involvement. Low Risk: Either few or no suppliers will be involved, or all suppliers have worked with BST on previous projects. Moderate Risk: Some suppliers will be involved; most will have worked with the company on previous projects. High Risk: Many suppliers will be involved. A significant number will not have worked with the company on previous projects.

Major Obstacles	Assess any other major obstacles that may exist. Identify the obstacles and whether it appears that they may be overcome. Low Risk: Few major obstacles exist; for those that exist, there are clear solutions. Moderate Risk: Some major obstacles exist; there are clear solutions for most of them. High Risk: A significant number of major obstacles exist for which there are no clear solutions.

Risk Event Assessment and Planning

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

RISK EVALUATOR	WBS REFERENCE	OTHER REFERENCE

Risk Event Title

ENTER ONE-LINE DESCRIPTION OF RISK EVENT

Description

PROVIDE DETAILED DESCRIPTION OF RISK EVENT

Probability

DESCRIBE THE PROBABILITY OF THE RISK EVENT OCCURRING. USE QUANTITATIVE METHODS IF APPLICABLE.

Impact

DESCRIBE THE IMPACT OF THE RISK EVENT. USE QUANTITATIVE METHODS IF APPLICABLE.

Exposure

PROVIDE AN ASSESSMENT OF THE OVERALL RISK. USE QUANTITATIVE TECHNIQUES IF POSSIBLE; OTHERWISE, USE CATEGORIZATION OF SERIOUS, THREATENING, OR MANAGABLE..

Risk Mitigation Strategies

Strategy Description	Strategy Type (Check One)			
	Avoid	Assume	Control	Transfer
ENTER A DESCRIPTION OF THE PREVENTATIVE STRATEGIES AND CONTINGENCY PLANS FOR THE RISK.				

Scope Change Request and Evaluation

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

(The following information must be filled in by the project manager)

Scope Change Request Information

CHANGE REQUEST NUMBER	DATE CHANGE REQUEST INITIATED	RESULTING CHANGE ORDER NUMBER	PROJECT LIBRARY FILE NUMBER

PRIORITY

☐ High ☐ Medium ☐ Low

General Information

SUPPLIER	CUSTOMER	CHANGE NAME (DESCRIPTION)

REFERENCES

SUBMITTED BY	DATE	INVESTIGATED BY	DATE STARTED	DATE COMPLETED

Impact Analysis

ALL PARTIES AFFECTED	INITIALS/DATE /
SCHEDULE IMPACT	INITIALS/DATE /
COST IMPACT	INITIALS/DATE /
QUALITY IMPACT	INITIALS/DATE /
PROJECT MANAGER'S RECOMMENDATION	INITIALS/DATE /

Scope Change Information

CHANGE APPROVED/REJECTED ☐ Approved ☐ Rejected	DEFERRED TO	DATE

Approved By

CUSTOMER	DATE	BST IT	DATE

Scope Change Request Log

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

CUSTOMER	PROJECT LIBRARY FILE NUMBER

Log Information

Change Request Number	Priority H M L			Change Name (Description)	Assigned To	Date Opened	Date Approved	Date Closed	Cost Impact	Schedule Impact
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							

Project Issues Log

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE

Log Information

Issue ID	Issue Name/Description	Severity	Assigned to	Date Open	Follow-Up Date	Date Closed	Resolution

BST Maintenance/Defect Notification Document

Document Preparation Information

PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Maintenance Notification

Effective Date	Interface (s) Impacted	Identification #	Explanation

Defect Notification

Effective Date	Interface (s) Impacted	Identification #	Explanation

BELLSOUTH DEFECT NOTIFICATION (SAMPLE)

PREPARED BY: _____ DATE PREPARED:

CHANGE REQUEST ID:

DATE IDENTIFIED:

DEFECT TYPE: ☐ DOCUMENTATION ☐ ELECTRONIC INTERFACE ☐ MANUAL

INTERFACES IMPACTED:

PRE-ORDERING: ☐ LENS ☐ TAG ☐ CSOTS

ORDERING: ☐ EDI ☐ LENS ☐ TAG ☐ LNP

MAINTENANCE: ☐ TAFI ☐ EC-TA LOCAL

DOCUMENTATION IMPACTED: ☐ YES ☐ NO

EXPLANATION OF DEFECT:

WORKAROUND:

RESOLUTION:

Preliminary Priority List

Company Name: _____

CCCM: _____

Date Submitted: _____

Change Review Meeting Date: _____

Check Interfaces Used:

☐

LENS

☐

TAG

☐

EC-TA

☐

Manual

☐

EDI

☐

TAFI

☐

CSOTS

If you do not use an interface, do not rate the request.

Rate request on a scale of 1 to N, with N being the greatest. Rate by Category for each interface your company uses.

Pending Change Requests to be Prioritized			
Category	Rating	Interface	Change Request Log #
<i>Pre-Ordering</i>			
<i>Ordering</i>			
<i>Maintenance</i>			
<i>Manual</i>			

Monthly Status Meeting Agenda Template

Opening.....	5 Minutes
<i>Facilitator/BellSouth opens meeting.</i>	
Regulatory Issues.....	10 Minutes
<i>Review any issues that could impact Change Request(s) prioritization. This may include FCC rulings, PSC rulings or Industry Changes.</i>	
Change Request Status:	40 Minutes
New	
Pending	
Scheduled	
Implemented	
Canceled	
Defects	
<i>Review status of all change requests</i>	
Release Management & Implementation Status.....	15 Minutes
<i>Review status of scheduled Releases.</i>	
Issues/Action Items.....	15 Minutes
<i>Re-cap any issues and action items surfaced during the meeting. Each item is assigned an owner and a follow-up date.</i>	
Adjourn.....	5 Minutes
<i>Facilitator/BellSouth reviews next steps.</i>	

Change Review Meeting Agenda Template

Opening.....	10 Minutes
<i>Facilitator/BellSouth opens meeting.</i>	
Change Request Log Status.....	30 Minutes
<i>Change Requests to be reviewed will have a status of “P” for Pending and will follow the process flow as outlined in Part 2 – Detailed Process Flow.</i>	
Regulatory Issues.....	30 Minutes
<i>Review any issues that could impact Change Request(s) prioritization. This may include FCC rulings, PSC rulings or Industry Changes.</i>	
Release Management & Implementation Status.....	30 Minutes
<i>Review status of scheduled Releases.</i>	
Recycled Change Request(s).....	30 Minutes
<i>Determine priority disposition of Change Request(s) that are on the Candidate Request List, but have not been scheduled for a target release.</i>	
Presentation of Change Requests.....	20 Minutes/Request
<i>The presentation of each Change Request is limited to 20 minutes. The initiator of the request is allowed a maximum of five minutes of presentation time followed by a question and answer session not to exceed 15 minutes. Change Requests will be presented and prioritized by Interface.</i>	
Develop Candidate Change Request List.....	60 Minutes
<i>Participating companies will vote on the final prioritization of the Change Requests as indicated in the Change Review Section of the Change Control Process Document. Change Requests to be submitted for sizing and sequencing will be placed on the Candidate Change Request List along with the “Need-by-Date”.</i>	
Present Outputs.....	10 Minutes
<i>Re-cap of final prioritization and Change Requests submitted to the Candidate Change Request List.</i>	
Issues/Action Items.....	15 Minutes
<i>Re-cap any issues and action items surfaced during the meeting. Each item is assigned an owner and a follow-up date.</i>	
Adjourn.....	5 Minutes
<i>Facilitator/BellSouth reviews next steps.</i>	



Change Control Process User Registration Form

Date ____/____/____

Company Name _____

CCCM Assigned _____ Phone _____

CCCM Alternate _____ Alt Phone _____

CCM E-mail Address _____ Fax _____

CCM E-mail Alternate _____ Alt Fax _____

To receive Change Control correspondence, as well as system outages and defect notifications, you must subscribe to the BellSouth List Manager. To subscribe to the list manager, the CLEC should send an email to:

List.Manager@bridge.bellsouth.com

With the Subject Line: **SUBSCRIBE CCP**

It is not necessary to include a message with the email being sent, as the system will automatically subscribe the participant by using the sender's email address.

Interfaces Currently Used:	☐ Pre-Ordering	☐ Ordering	☐ Maintenance	☐ Manual
	☐ LENS	☐ EDI	☐ TAFI	
	☐ TAG	☐ LENS	☐ EC-TA Local	
	☐ CSOTS	☐ TAG		

Comments _____

Form Completed By
(Signature) _____

Minimum requirements to participate in the Change Control Process: Word 6.0 and Excel 5.0 or greater, Internet E-mail address, Web access

Attachment C-6

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.



Change Control Process User Registration Form

RETURN TO:

BCCM
FAX 205-321-5160

OR

Valerie Cottingham
8th Floor
600 No. 19th Street
Birmingham, AL 35203



Change Control Process CR LOG Legend

CR LOG #	Log number assigned to each change request.
Status	Status of change request: N=New (being reviewed for acceptance), P=Pending (accepted-to be prioritized), PC=Pending Clarification, S=Scheduled for a Release, I=Implemented in a Release, C=Canceled Request, V=Validated Defect, W=Workaround Identified, CRC=Change Review Complete, RC=Candidate Request for a Release
Type	Type of CR: Type 2=Regulatory, Type 3=Industry Standard, 4=BST Initiated, 5=CLEC Initiated, 6=CLEC Impacting Defect
Title	Title of Change Request
Step 1 Date Sent/Date Received	Date CR was sent/received by Change Control
Step 2 Open & Validate CR (Target Date)	Target date for the Change Control Team to open CR and validate for completeness. Interval is 2-3 business days from date received (for Types 2-5). Interval is 1 business day for Type 6 (defects). During this step, a CR Log # is assigned, acknowledgment notification is sent to originator, CR is reviewed for mandatory fields and completeness.
- Types 2-5 (target is 3 bus days) - Type 6 (target is 1 bus day)	
Clarification Date Sent (if needed)	Date clarification was sent to originator of CR. Clarification times would be in addition to cycle time.
Clarification Response Rec'd Date	Date clarification response was received from originator.
Open & Validate CR (Actual Date)	Actual date CR was opened and validated by Change Control Team.
Step 3 Review CR for Acceptance (Target Date)	For Types 2-5, target date to review CR and determine status (20 bus day interval). CR reviewed for impacted areas. Status codes include: Pending, Pending Clarification or Canceled.
- Types 2-5 (target is 20 bus days) - Type 6 (target is 3 bus days for internal validation, an additional 4 bus days to develop workaround if, applicable)	For Type 6- status codes include: Pending, Pending Clarification, Validated Defect, Workaround Identified or Canceled.
Clarification Sent Date (if needed)	Date clarification notification was sent to originator of CR. Clarification times would be in addition to cycle time.
Clarification Response Rec'd Date	Date clarification response was received from originator.
Review CR for Acceptance (Actual Date)	Actual date CR was accepted or results provided to originator for review/discussion.
	Date CR was canceled and notification provided to originator/CLEC community.

Attachment C-7

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.



Change Control Process CR LOG Legend

	NOTE: the originator at any step in the process can cancel a CR.
Cancel CR Notify Date	
Step 4 Prepare for CRM (Target Date) 5-7 business days prior to CRM date Prepare for CRM (Actual Date)	Target date for the Change Control Team to prepare for the Change Review Meeting (prioritization meeting). Target date is to provide CLEC community with updated Change Request Log and meeting details 5-7 business days prior to CRM meeting. Actual date CRM details were provided to CLEC community.
Step 5 CR Meeting Date (Actual)	Actual date of Change Review Meeting.
Step 6 Doc Chg Rev Mtg Results (Target) 2 business days Doc Chg Rev Mtg Results (Actual)	Target date for Change Control Team to provide the meeting minutes from the Change Review Meeting to CLEC community (2 bus day interval). Actual date meeting minutes were distributed to CLEC community from Change Review Meeting.
Step 7 Internal Change Mgmt Process (Target Date) 30 business days Internal Change Mgmt Process (Actual Date)	Target date for CLECs/BST to perform analysis, impact, sizing and estimating activities for the Candidate Change Requests that were prioritized in the Change Review meeting. Target interval is 30 business days. Actual date that CLECs/BST complete the Internal Change Management Process of analysis, impact, sizing and estimating activities for Candidate Change Requests.
Step 8 RPM (Actual Date)	Actual date of Release Package Meeting where Change Control Team presents the proposed scope for the next major release.
Step 9 Rel Pkg Notify (Target Date) 2 business days Rel Pkg Notify (Actual Date)	Target date for Change Control to develop and distribute Release Package Notification via web (target of 2 bus days). Actual date release package notification was posted to web.
Step 10 Rel Imp (Actual Date) Soft Rel Notif (Target Date) 30 calendar days prior to release	Actual date of the Release associated with the CR. Target Date for BST posting Release Notification (target is 30 calendar days in advance of release implementation). Actual date release notification letter is posted to web.

Attachment C-7

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.



Change Control Process CR LOG Legend

Soft Rel Notif (Actual Date) Doc Changes Notif (Target Date) 30 calendar days prior to release Doc Changes Notif (Actual Date)	Target Date for BST posting documentation changes (business rules) associated with a release (target is 30 days in advance of release implementation). Actual Date documentation notification is posted to web.
Doc Updates Only Notif (Target Date) 5 business days prior to documentation posting date Doc Updates Only Notif (Actual Date)	Target date for BST posting notification letter for documentation updates (non-system) changes only. Target is 5 business days prior to documentation posting date. Actual date CLEC notification letter is posted to the web announcing the documentation only changes to be posted.
Notes	Area to document additional status information for each CR (i.e., date workaround notification is provided, escalations, etc.).

ATTACHMENT 8

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
(Licensee)

BELLSOUTH License Agreement Number - _____

C O N T E N T S

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.29.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to

the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

- 1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Attachment 8, the term refers to conduit systems owned or controlled by BellSouth.
- 1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.16 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.
- 1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a

pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.

- 1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

- 1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.
- 1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

- 2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.
- 2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth shall provide written notice to Licensee within forty-five (45) days of the request as per ¶ 1224 of the FCC Docket 96-98 specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW

use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
 - 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
 - 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the

provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Attachment 8.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either party to this Attachment 8 to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or any license issued hereunder or by the

Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :
 - 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
 - 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
 - 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
 - 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.
- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
 - 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill,

and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose.)
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.
- Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 3.9.1 AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of environmental contaminants. BellSouth will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.
- 3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when

working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- 3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have

no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

- 3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

- 4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Exhibit B, attached hereto and incorporated herein by this reference, for records location centers.
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

- 5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

6. MAKE-READY WORK

- 6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with BellSouth, Licensee may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole.
- 7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an indication of whether Licensee will, at its option, perform its own make-ready work.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.
- 7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and

information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact		Bill C. Peacock	
Title		District Manager	
Company		AT&T	
Address		Promenade I, Room 12254	
Address		1200 Peachtree St., N.E.	
City, State, and Zip Code		Atlanta, GA 30309	
Telephone		(404) 810-6710	
Facsimile		(404) 810-8605	
<i>and to Licensor as follows:</i>			
Contact		Arthur Williams	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	
Address		North W3D2	
Address		3535 Colonnade Parkway	
City, State, and Zip Code		Birmingham, AL 35243	
Telephone		(205) 977-5068	
Facsimile		(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

- 8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can

accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.

- 8.2.1 The purpose of the preclosure survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.
- 8.2.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.
- 8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 8.3 Administrative Processing. The administrative processing portion of the preclosure survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may

have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

- 9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.
- 9.2.1 All applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.
- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.
- 9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.
- 9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

- 9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

- 10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:
- 10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in

this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.
- 10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Attachment 8.
- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Attachment 8.
- 10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

- 11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Attachment 8) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's

facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.

- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

- 12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

- 12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise

BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

- 13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.
- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by

BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 8, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.
- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment 8.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into

compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment 8, including termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Attachment 8 or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Exhibit A, attached hereto and incorporated herein by this reference, for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment 8 or otherwise; provided, however, that Licensee shall be subject to all liabilities,

obligations and responsibilities of this Attachment 8 in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

18.2.1 Termination of the license covering such conduit occupancy; or

18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment 8 until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment 8. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

- 20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.
- 20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.
- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.
- 21. ASSURANCE OF PAYMENT**
- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.
- 22. INSURANCE**
- 22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Attachment 8, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment 8.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment 8.
- 22.5 All insurance required in accordance with Sections 22.2 and 22.3 preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.
- 22.6 Licensee may self-insure any or all of the insurance coverages required in this Attachment 8.

23. AUTHORIZATION NOT EXCLUSIVE

- 23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Attachment 8, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment 8 and Licensee's rights hereunder.

24. ASSIGNMENT OF RIGHTS

- 24.1 Any assignment by either party of any right, obligation, or duty, in whole or part, or of any interest, without the written consent of the other party (such consent not to be unreasonably withheld) shall be void. Notwithstanding the above, either party, upon written notice to the other party, may assign this agreement and any of its rights and privileges under this Attachment 8, in whole or in part, to: (1) its parent, partners or their respective subsidiaries, affiliates or successors; (2) any entity which controls, is under the control of, or is under common control with the assigning party; or 3) any entity that purchases all or substantially all of the assets of the assigning party by way of merger, acquisition, or consolidation.
- 24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Attachment 8 shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

25. FAILURE TO ENFORCE

- 25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Attachment 8 or to give notice or declare this Attachment 8 or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Attachment 8, but the same shall be and remain at all times in full force and effect.

26. DISPUTE RESOLUTION

When a dispute arises under this Attachment, either Party may avail itself of the complaint procedures set forth in 47 C.F.R. Ch. I, Subpart J--Pole Attachment Complaint Procedures, ¶¶ 1.1401-1.1416.

- 26.1 Termination of this Attachment 8 or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

- 27.1 This Attachment 8 supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Attachment 8; and there are no other provisions, terms or conditions to this Attachment 8 except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Attachment 8.

2000 FCC Formula Supported Fees
for attachments and/or occupancy effective 1/1/2000
(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Alabama	\$ 3.35	\$ 4.89		\$ 0.23
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per pole (throughout BellSouth region)

Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street

Jacksonville, FL 32201

Attachment 9
Service Quality Measurements

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Service Quality Measurements

1. Scope

- 1.1 This Attachment includes all Service Quality Measurements applicable to this Agreement.
- 1.2 If the Commission issues an order mandating certain service quality measurements or performance measurements and associated remedies, such order will supercede this Attachment on the effective date of the order. Such order will only be effective in the state in which the ordered was issued.

2. Reporting

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to AT&T in accordance with BellSouth's Service Quality Measurements, which are contained in Exhibit A, located on the BellSouth Internet web site.

3. Modifications to Measurements

3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A, located on the BellSouth Internet web site, each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of AT&T. AT&T may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.3 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Nothing herein shall preclude either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.
- 3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

4. Dispute Resolution

- 4.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

Attachment 10

Bona Fide Request/New Business Request Process

Bona Fide Request/New Business Request Process

- 1.0 When applicable. Bona Fide Request/New Business Requests ("BFR/NBR") are to be used when AT&T requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, "the Services"). AT&T may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.1 Details required. A BFR/NBR shall be submitted in writing by AT&T and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include AT&T's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.
- 1.2 AT&T cancellation. AT&T may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If AT&T cancels a BFR/NBR after BellSouth has received AT&T's written "notice to proceed" as described in Section 1.6 of this Attachment 10, AT&T agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with AT&T's BFR/NBR up to the date of cancellation.
- 1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from AT&T at any time during the processing of the BFR/NBR.
- 1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to AT&T a preliminary analysis of the BFR/NBR or notify AT&T that it needs more time to provide AT&T with its preliminary analysis, at which time AT&T and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.

- 1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet AT&T's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet AT&T's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete AT&T's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with AT&T's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with AT&T's designation, it may use the dispute resolution process set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.
- 1.6 Notice to proceed. After providing the preliminary analysis to AT&T, BellSouth shall proceed with AT&T's BFR/NBR upon receipt of AT&T's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of AT&T's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of AT&T's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.
- 1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if AT&T decides to proceed, AT&T agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. AT&T will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

- 1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by AT&T or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, AT&T agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing AT&T's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and AT&T's estimate of the price for processing its BFR/NBR. AT&T agrees to pay 50% of this amount as the interim lump sum progress payment. If AT&T's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that AT&T's price is exactly 50% of BellSouth's proposed price.
- 1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide AT&T with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.
- 1.10 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, AT&T will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from AT&T within the thirty day time frame, BellSouth shall issue a written request for confirmation that AT&T does not wish to proceed with the BFR/NBR. If BellSouth receives no response from AT&T within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.
- 1.11 Pricing Principles. Unless AT&T agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in this Attachment 10, unless otherwise agreed to by AT&T.
- 1.12 Amendment. Upon AT&T's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

ATTACHMENT 11
ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
ADUF	Access Daily Usage File
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	AT&T Security Policy and Requirements
ASR	Access Services Request
ASWC	AT&T Serving Wire Center
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BFR/NBR	Bona Fide Request/New Business Request
BLV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange
CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone

CCL	Common Carrier Line
CCS	Common Channel Signaling
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface Specification
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Code of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Delivery Database Service
CO	Central Office
CPE	Customer Premises Equipment
CPR	CPR Institute for Dispute Resolution
CRIS	Customer Record Information System
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CSR	Customer Service Record
CT	Common Transport
CY	Current Year
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers

DN-RI	Directory Number - Route Index
DS-0	Digital Signal Level Zero
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DRAM	Digital Recorded Announcement Machine
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E&M	Ear & Mouth Signaling
EAMF	Equal Access Multi-Frequency
EBAS	Enhanced Billing and Access Service
EBCDIC	Extended Binary-Coded Decimal Interchange Code
ECTA	Exchange Carrier Trouble Analysis
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
EFT	Electronic Funds Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
EMI	Exchange Message Interface
EMR	Exchange Message Record
EO	End Office
EODUF	Enhanced Optional Daily Usage File
E/O	Electrical to Optical
EPA	Environmental Protection Agency
ESF	Extended Super Frame
ESIT	Exchange Service Interconnection Traffic
ESP	Enhanced Service Provider
ETTR	Estimated Time to Repair
FB	Flat Rate Business Line
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FGA	Feature Group A
FGB	Feature Group B
FGD	Feature Group D
FL	Foreign Listing
FOC	Firm Order Confirmation
FR	Flat Rate Residential Line
FRS	Functional Requirements Specification
FSPOI	Facilities Signaling Point of Interconnection
GSST	General Subscriber Services Tariff

GTT	Global Title Translation
HDSL	High-bit-rate Digital Subscriber Line
HFC	Hybrid Fiber Coax
HVAC	Heating/Ventilation/Air Conditioning
IAM	Initial Address Message
IBC	Initial Billing Company
ID	Remote Identifiers
IDLC	Integrated Digital Loop Carrier
IEEE	Institute of Electrical and Electronic Engineers
IITP	Internetwork Interoperability Test Plan
ILEC	Incumbent Local Exchange Carrier
INC	Industry Numbering Committee
INP	Interim Number Portability
IOF	Interoffice Facility
IP	Internet Protocol
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signaling Network Identifier
ISP	Internet Service Provider
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVS	Interactive Voice Subsystem
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carrier
JIA	Joint Implementation Agreement
JIP	Jurisdiction Information Parameter
LATA	Local Access Transport Area
LCC	Line Class Code
LCSC	Local Carrier Service Center
LEC	Local Exchange Carrier
LENS	Local Exchange Navigation System
LERG	Local Exchange Routing Guide
LGX	Lightguide Cross-Connect
LIDB	Line Information Database
LNP	Local Number Portability
LPIC	Local (IntraLata) Primary Exchange Carrier
LRN	Local Routing Number
LRN-LNP	Local Routing Number-Local Number Portability
LRN-PNP	Local Routing Number-Permanent Number Portability
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit

MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests
MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	Network Equipment Building System
NEC	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
OCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily Usage File
OLI	Originating Line Information
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operational Support Systems
OTS	Operator Transfer Service
PBX	Private Branch Exchange

PCBs	Polychlorinated biphenyls
PDH	Plesiochronous Digital Hierarchy
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PIU	Percent Interstate Usage
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
PON	Purchase Order Number
POP	Point of Presence
POT	Point of Termination
POTS	Plain Old Telephone Service
PSAP	Public Safety Answering Point
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RACF	Remote Access Call Forwarding
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RCRA	Resource Conservation and Recovery Act
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCE/SMS	Service Creation Environment and Service Management System
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SEC LOC	Secondary Location
SECAB	Small Exchange Carrier Access Billing
SIC	Standard Industrial Code
SL1	Service Level One
SL2	Service Level Two
SMDI	Simplified Message Desk Interface
SMDI-E	Simplified Message Desk Interface - Enhanced
SMS	Service Management System
SONET	Synchronous Optical Network

SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call Forwarding
SPNP-LEGR	Service Provider Number Portability-Local Exchange Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
UNE	Unbundled Network Element
USL	Unbundled Subloop
USLC	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

ATTACHMENT 12

NETWORK SECURITY

NETWORK SECURITY

1. Network Security – Protection of Service and Property

- 1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of AT&T property located with BellSouth Premises including, but not limited to:
 - 1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;
 - 1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and
 - 1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

ATTACHMENT 13

BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein collectively "AT&T") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical (or White Pages) and classified (or Yellow Pages) directories for certain communities in the southeastern region of the U.S (the "Directories"). AT&T provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T subscribers in such Directories and by which BAPCO will provide such Directories to AT&T subscribers.

2. AT&T OBLIGATIONS. AT&T agrees as follows:

(a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A in a mutually acceptable format for use by BAPCO or its affiliates in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) AT&T shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) AT&T shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from AT&T subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each AT&T subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally

applicable publishing policies and standards. BAPCO shall provide a process whereby AT&T is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication.

(b) Provided AT&T establishes appropriate resale arrangements with BellSouth Telecommunications, Inc. ("BellSouth"), BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth, for AT&T subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T subscribers at no charge to AT&T or AT&T's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include AT&T information in the customer guide pages of its alphabetical Directories for communities where AT&T provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. AT&T will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to AT&T or its subscribers one listing for AT&T business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T subscribers.

(g) BAPCO will not provide information obtained from AT&T concerning its subscribers to other local exchange telephone service providers without AT&T approval, except as may be required in relation to publishing of Directories or as may be permitted by AT&T for directory assistance or other purposes.

(h) BAPCO and AT&T acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for both parties' customers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T with changes by BAPCO in the same which in BAPCO's judgment affect AT&T's conduct in BAPCO's publishing of listings for AT&T's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit B.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to AT&T for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. AT&T agrees to limit its liability and that of BAPCO by contract with AT&T's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for AT&T subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of four (4) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or

other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to: Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to AT&T: Bill C. Peacock
Director-Local Services & Access
Management
Room 12254
1200 Peachtree St. N.E.
Atlanta, GA 30309

With Copy to: Virginia C. Tate
Chief Commercial Attorney
Suite 8100
1200 Peachtree St. N.E.
Atlanta, GA 30309

13. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

AT&T Communications of the Southern
States, Inc. and TCG Ohio:

By: _____
(Signature)

By: _____
(Signature)

Name: R. F. Barretto

Title: Director - LEC Interface

Date: _____

Name: _____

Title: _____

Date: _____

AT&T Communications of the South
Central States, Inc. and TCG Ohio

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. AT&T Name: The name of the local exchange AT&T and operating company code.
8. AT&T Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

- 22. Name: Personal or business name.
- 23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
- 24. Directory (Book ID): Bolt code of the directory.
- 25. Number of books now: for immediate delivery/replacement.
- 26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

- 27. Remarks: Free flow field used by AT&T for any additional information

EXHIBIT B

BAPCO Deliverables *

Abbreviations Table

BAPCO will provide copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Central Office Table

BAPCO will provide two versions of what is called the ABC table. Version 1 of this report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the AT&T.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Foreign Directory Name Table

BAPCO will provide all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Listing Guidelines

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

Listing Standards and Regulations

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

Publication Schedules

BAPCO will provide to all AT&Ts the publication schedules for all directories within the area served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

** Information will be provided on disk in standard Microsoft Word format or via Internet download*

STATE OF GEORGIA

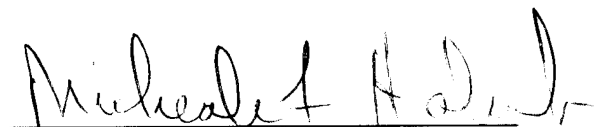
COUNTY OF FULTON

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared W. Keith Milner, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in "The Petition by AT&T Communications of the South Central States, Inc., and TCG of Ohio for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252," Commission Case No. 2000-465, and if present before the Commission and duly sworn, his direct testimony would be set forth in the annexed transcript consisting of 18 pages and 0 exhibit(s).


W. Keith Milner

SWORN TO AND SUBSCRIBED BEFORE ME this
2nd day of Feb, 2000.



NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF W. KEITH MILNER
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
DOCKET NO. 00-465
FEBRUARY 6, 2001

Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,
INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West
Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
Interconnection Services for BellSouth. I have served in my present
position since February 1996.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 30 years and includes responsibilities
in the areas of network planning, engineering, training, administration,
and operations. I have held positions of responsibility with a local
exchange telephone company, a long distance company, and a
research and development company. I have extensive experience in
all phases of telecommunications network planning, deployment, and
operations in both the domestic and international arenas.

1 I graduated from Fayetteville Technical Institute in Fayetteville, North
2 Carolina, in 1970, with an Associate of Applied Science in Business
3 Administration degree. I later graduated from Georgia State University
4 in 1992 with a Master of Business Administration degree.

5
6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
7 SERVICE COMMISSION?

8
9 A. I have previously testified before the state Public Service Commissions
10 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, and
11 South Carolina, the Tennessee Regulatory Authority, and the North
12 Carolina Utilities Commission on the issues of technical capabilities of
13 the switching and facilities network introduction of new service
14 offerings, expanded calling areas, unbundling, and network
15 interconnection.

16
17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

18
19 A. In my testimony, I will address the technical aspects of network related
20 issues which have been raised in the Petition for Arbitration filed by
21 AT&T Communications of the South Central States, Inc. ("AT&T") in
22 this docket. Specifically, I will address the following issues, in whole or
23 in part: Issues 16 and 18.

24
25

1 **Issue 16: Is conducting a statewide investigation of criminal history**
2 **records for each AT&T employee or agent being considered to work on**
3 **a BellSouth premises a security measure that BellSouth may impose on**
4 **AT&T?**

5
6 Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE BETWEEN
7 BELLSOUTH AND AT&T IN ISSUE 16?

8
9 A. AT&T and BellSouth disagree as to what security measures are
10 necessary to protect BellSouth's network when AT&T's employees or
11 agents are given unescorted access to BellSouth's premises.

12
13 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

14
15 A. BellSouth performs criminal background checks on its employees prior
16 to hiring. AT&T should do the same in order for AT&T's employees or
17 agents who enjoy unescorted access to BellSouth's central offices and
18 other premises. Such security requirements are reasonable in light of
19 the impact on public safety and the assets being protected as well as
20 the number of new entrants and other telecommunications carriers
21 who rely on the integrity and reliability of BellSouth's network. AT&T's
22 offer to indemnify BellSouth for bodily injury or property damage is not
23 sufficient in light of the asset at risk. Indemnification is an after the fact
24 solution. By requiring criminal background investigations, BellSouth is
25 seeking to protect the consumer and other CLECs up front from the

1 incumbent risks.

2

3 BellSouth is willing to agree that it would be acceptable whereby any
4 employees hired by AT&T prior to January 1, 1995, would not be
5 required to have criminal background checks. That is, of course,
6 assuming AT&T assures BellSouth of no criminal activity on the part of
7 the employee since that time.

8

9 Q. DESCRIBE THE SPECIFIC SECURITY CHECKS BELLSOUTH
10 REQUIRES OF ITS EMPLOYEES, VENDORS, AND OTHER
11 AGENTS THAT ARE IN EFFECT TODAY.

12

13 A. BellSouth requires a seven (7) year criminal background check for all
14 of its employees prior to hiring, and a five (5) year criminal background
15 check for vendors and agents.

16

17 Q. ARE THERE ANY OTHER SPECIFIC REQUIREMENTS THAT THE
18 CLEC SHOULD CONSIDER WHEN ASSIGNING VENDORS AND
19 AGENTS TO BELLSOUTH'S PREMISES?

20

21 A. Yes. The CLEC should not knowingly assign to BellSouth's premises
22 any individual who is a former employee of BellSouth and whose
23 employment with BellSouth was terminated for a criminal offense
24 whether or not BellSouth sought prosecution of the individual for the
25 criminal offense.

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Also, the CLEC should not knowingly assign to BellSouth's premises any individual who is a former contractor of BellSouth and whose access to BellSouth's premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

Q. DOES BELLSOUTH MEET THE FCC'S REQUIREMENT THAT PERMITS COLLOCATORS DIRECT ACCESS TO ITS EQUIPMENT WITHOUT BEING ESCORTED BY BELLSOUTH PERSONNEL AND WITHOUT THE COLLOCATOR'S EQUIPMENT BEING PHYSICALLY SEPARATED BY A WALL OR OTHER STRUCTURE FROM BELLSOUTH'S EQUIPMENT OR THE EQUIPMENT OF OTHER CLECS?

A. Yes. However, the FCC's Order raises serious concerns that must be addressed in order to retain the level of network reliability and security that currently exists and which end users and regulators have come to expect. BellSouth has addressed those concerns and is compliant with the FCC's requirements. A simple reading of today's newspaper headlines reveals the need for stringent control over the access to and operation of the public telephone network. In order to provide reasonable security measures, BellSouth requires that all collocators' employees and agents undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party

1 contractors providing similar functions, must undergo. Each collocator
2 must provide its employees and agents with picture identification,
3 which must be worn and be visible in the collocation space or other
4 areas in and around BellSouth's central offices. In its Order, the FCC
5 permitted incumbent LECs to impose security arrangements that are
6 as stringent as the security arrangements the incumbent LEC
7 maintains at its premises for its own employees. BellSouth is not
8 requiring CLECs to perform a seven (7) year criminal background
9 investigation, as it does for its own employees. Rather, BellSouth
10 requires only a five (5) year criminal background check of BellSouth's
11 vendors and agents and for collocators' employees or agents. Under
12 BellSouth's proposal, collocators are required to conduct an
13 investigation of criminal history records for each of the collocator's
14 employees and agents being considered for work within or upon
15 BellSouth's premises. Restrictions are imposed on a collocator's
16 employees or agents with felony or misdemeanor criminal convictions.
17 Also, the FCC's Order provides for additional security measures such
18 as allowing BellSouth to provide a cage around its own equipment.
19 Thus, BellSouth is in compliance with the security provisions required
20 by the FCC's Order.

21
22 Q. DOES BELLSOUTH REQUIRE THAT AT&T PERFORM SECURITY
23 CHECKS OF ALL ITS EMPLOYEES?

24
25 A. No. BellSouth is indifferent to the security measures and background

1 checks AT&T makes for its employees to access its own buildings.
2 However, BellSouth is rightly concerned for proper security measures
3 and background criminal checks for those of AT&T's employees for
4 which AT&T wants unescorted access to BellSouth's premises. If
5 AT&T doesn't want to perform background criminal checks of all of its
6 employees, it need only check those of its employees it wants admitted
7 to BellSouth's premises.
8

9 Q. IS THE CRIMINAL BACKGROUND CHECK PROPOSED BY
10 BELL SOUTH EFFECTIVE IN LIMITING OR RESTRICTING A
11 WORKER FROM HARMING OR DAMAGING PROPERTY?
12

13 A. Yes. Criminal background checks are a reasonable way to prevent
14 known criminals from even being in a place where they could cause
15 harm or damage to BellSouth's or a CLEC's network.
16

17 Q. DOES BELL SOUTH'S PROPOSAL IMPOSE DISCRIMINATORY
18 SECURITY REQUIREMENTS ON AT&T THAT IT DOES NOT
19 IMPOSE ON ITSELF?
20

21 A. No. ILECs such as BellSouth are entitled under the FCC's order to
22 "impose reasonable security arrangements to protect their equipment
23 and ensure network security and reliability." Advanced Services Order
24 at paragraph 46. That is all BellSouth's policy is meant to do.
25 BellSouth believes a simple reading of today's newspaper headlines is

1 sufficient to underscore the public's need for secure, reliable
2 communications. BellSouth's security policies are a reasonable
3 balance between giving CLECs unfettered access to BellSouth's
4 premises while maintaining network reliability and security.

5

6 **Issue 18: Has BellSouth provided sufficient customized routing in**
7 **accordance with State and Federal law to allow it to avoid providing**
8 **Operator Services/Directory Assistance ("OS/DA") as a UNE?**

9

10 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

11

12 A. BellSouth has available both an Advanced Intelligent Network (AIN)
13 solution for customized routing as well as the Line Class Code (LCC)
14 solution that was advocated by AT&T during the last round of
15 arbitrations. Thus, BellSouth has met its requirement to provide
16 customized routing and as a result is not obligated to provide access to
17 operator services and directory assistance at UNE rates.

18

19 Q. WHAT DO THE FCC RULES SAY ABOUT ACCESS TO OPERATOR
20 SERVICES AND DIRECTORY ASSISTANCE?

21

22 A. The FCC's Rule 319(f) makes clear that BellSouth is not required to
23 unbundle OS/DA where it provides CLECs "with customized routing or
24 a compatible signaling protocol."

25

1 Q. WHAT IS CUSTOMIZED ROUTING?

2

3 A. Customized routing (which has also been referred to as selective
4 routing) allows calls from a CLEC's customers served by a BellSouth
5 switch to reach the CLEC's choice of operator service or directory
6 assistance service platforms instead of BellSouth's operator service
7 and directory assistance service platforms. Customized routing can be
8 provided when a CLEC acquires unbundled local switching from
9 BellSouth or resells BellSouth's local exchange services.

10

11 Q. DOES BELL SOUTH PROVIDE CUSTOMIZED ROUTING TO
12 REQUESTING CLECS?

13

14 A. Yes. BellSouth has a Line Class Code (LCC) solution for customized
15 routing as well as an Advanced Intelligent Network (AIN) solution.
16 Thus, BellSouth has met the FCC's requirements and is not obligated
17 to provide operator services and directory assistance services (OS/DA)
18 on an unbundled basis.

19

20 Q. BRIEFLY DESCRIBE THE METHODS AVAILABLE FOR
21 CUSTOMIZED ROUTING.

22

23 A. The first method of providing customized routing that BellSouth has
24 made available is the Line Class Code (LCC) method. The LCC
25 method makes use of translations and routing capabilities in the end

1 office switch. Availability of customized routing capability using LCCs
2 is offered on a first-come, first-served basis. To date, BellSouth has
3 not denied any request for customized routing based on lack of LCC
4 capacity.

5
6 The second method for providing customized routing is through the
7 use of BellSouth's AIN platform. This method uses a centralized
8 database, which is queried during call processing to determine the
9 CLEC's desired routing for that call. A technical trial of customized
10 routing using BellSouth's AIN platform commenced in Louisiana, in
11 August 1998, and was successfully completed in September 1998. A
12 second trial commenced from May 1999 and successfully completed in
13 August 1999.

14
15 The AIN method for customized routing is available to CLECs in
16 addition to the LCC method. BellSouth has completed work on
17 enhancements to its AIN Service Management System (SMS) which
18 will facilitate CLEC's creating and updating routing information for the
19 CLEC's end user customers. BellSouth has completed end-to-end call
20 through testing (ETET) of this enhancement. The availability of this
21 method was posted on BellSouth's web site
22 (<http://www.interconnection.bellsouth.com/products/UNE/ainscr.pdf>) on
23 October 23, 2000.

24
25 By providing CLECs a choice of methods, BellSouth better enables

1 CLECs to compete based upon their own business plans and priorities.

2

3 Q. IS THERE A LIMITATION ON THE AVAILABILITY OF CUSTOMIZED
4 ROUTING FOR CLECs?

5

6 A. No. Although BellSouth originally believed (based on representations
7 by AT&T and other CLECs) that CLEC demands for customized
8 routing would exhaust available LCCs, demands to date do not
9 suggest imminent risk of exhaustion of LCCs. However, even were
10 that to occur (which I do not believe will in fact occur), the AIN solution
11 discussed below would still be available. The AIN method eliminates
12 any potential exhaust concerns about the LCC method of customized
13 routing.

14

15 Q. ARE BOTH METHODS PROPOSED BY BELL SOUTH AVAILABLE
16 TODAY?

17

18 A. Yes. Both the LCC method and the AIN method are available today.
19 The LCC method is available to CLECs in addition to BellSouth's AIN
20 version and both have been tested and proved workable. If AT&T
21 wants to use the LCC method, it merely needs to order it. Insofar as
22 tests are concerned, AT&T itself participated in cooperative testing of
23 BellSouth's AIN method for customized routing in 1997. Later
24 BellSouth offered to do a trial of the AIN method in Louisiana yet not
25 one CLEC, not even AT&T, showed the slightest interest in being part

1 of that trial. As with the LCC method, if AT&T wants to use the AIN
2 method, it merely needs to order it.

3

4 Q. HOW IS THE AIN METHOD DIFFERENT FROM THE LCC METHOD?

5

6 A. The AIN method also allows use of the common trunk groups between
7 the end office switch and the AIN hub switch to accomplish customized
8 routing for customers served by different end offices subtending a
9 particular AIN hub. In contrast, the LCC solution requires a separate
10 trunk group for each end office. This trunk group may be shared,
11 however, by those CLECs' requesting the same branding or
12 unbranding of their respective end users' OS/DA traffic. Because the
13 AIN method is in essence a database lookup (a function that is not
14 performed with the LCC method), a small amount of post-dialing delay
15 is introduced. The additional post-dialing delay in the AIN solution as
16 compared to the LCC method, which results from querying the
17 database, may be a concern for some CLECs. While testing indicates
18 that the amount of post-dialing delay for customized routing via the AIN
19 method is negligible (between a half-second and one-second), some
20 CLECs may prefer the LCC method on these grounds. By providing
21 CLECs a choice of methods, BellSouth better enables CLECs to
22 compete based upon their own business plans and priorities.

23

24 Q. USING THE AIN SOLUTION, WOULD POST-DIALING DELAY
25 DURING CALL SETUP CREATE A CONCERN?

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A. No. First of all, post dialing delay is the time between when the end user finishes dialing and when the customer is informed (via ringing signal, busy tone or the like) of the call's progress. All switching systems take some time to translate the dialed digits, select an appropriate trunk group and the like, and all these functions contribute to post dialing delay. So, post dialing delay is not a consequence of BellSouth's AIN customized routing solution. With the AIN solution, a computer database is queried during call processing to determine the CLEC's preferred routing for a particular end user. This database query takes time and thus adds a small incremental bit of post dialing delay to the overall processing of the call. Second, BellSouth believes the post dialing delay will be only about one second. Third, if AT&T is concerned with even that small an amount of post dialing delay, AT&T can simply request the Line Class Code method and thereby eliminate its concerns for post dialing delay.

Q. WHY DOES BELLSOUTH CHOOSE TO PERFORM THE DATABASE QUERY FROM THE AIN HUB RATHER THAN FROM EACH AND EVERY END OFFICE SWITCH?

A. The AIN method of customized routing allows the use of the AIN "hub" concept, which yields several advantages as follows:

- Allows the use of appropriate AIN "triggers" for all call types rather than only a limited set of call types.

- 1 • Allows even those end office switches that are not AIN-capable
- 2 to use the AIN customized routing solution.
- 3 • Optimizes the use of shared trunk groups by allowing the
- 4 carriage of customized routing traffic over common trunk groups
- 5 between the end office switch and the AIN hub.

6

7 Thus, the AIN hubbing arrangement allows the use of the AIN method

8 in all switches, even those that are not AIN capable. Also, the AIN

9 hubbing arrangement allows some sharing of common trunk groups

10 that other CLECs have stated they prefer.

11

12 Q. HAS BELLSOUTH PROVIDED SUFFICIENT INFORMATION SUCH

13 AS ORDERING INSTRUCTIONS AND SUPPORTING

14 DOCUMENTATION TO AT&T FOR EACH OF THE CUSTOMIZED

15 ROUTING OPTIONS THAT BELLSOUTH WILL PROVIDE?

16

17 A. BellSouth has provided AT&T with a proposed contract language

18 addition for procedures for customized routing. This proposed

19 language will provide specific ordering procedures and documentation

20 as requested by AT&T. If AT&T wants the Line Class Code method of

21 customized routing because AT&T prefers it over the AIN method,

22 AT&T should simply order the Line Class Code method which is and

23 has long been available to it.

24

1 Q. DOES BELLSOUTH HAVE OTHER METHODS BY WHICH CALLS
2 FROM THE END USERS OF CLECS MAY BE BRANDED
3 ACCORDING TO THE CLECS' PREFERENCES?
4

5 A. Yes. In addition to the LCC and AIN customized routing methods,
6 BellSouth recently announced the availability of a functionality referred
7 to as Originating Line Number Screening (OLNS). OLNS provides a
8 means of making information available to the OS/DA platform about
9 the end user originating a telephone call. This information may be
10 used to determine things such as end user's local service provider and
11 that local service provider's branding preferences. OLNS functionality
12 makes originating line information available to the OS/DA platform via
13 centralized databases. In other words, OLNS allows end users' calls
14 to proceed from the end office switches to BellSouth's OS/DA platform
15 over shared trunk groups (that is, a single trunk group between an end
16 office switch and the OS/DA platform carrying multiple service
17 providers' traffic). Once the call arrives at the OS/DA platform, OLNS
18 is used to "look up" the telephone number of the calling party in its
19 database to determine whether and how to brand a call from that
20 particular end user.

21
22 AT&T and MCI have indicated their preference for such a sharing of
23 common transport to avoid their having to acquire dedicated transport
24 from each BellSouth end office. OLNS is method of providing
25 customized branding in addition to the LCC and AIN methods

1 described earlier in this testimony. BellSouth announced the
2 availability of OLNS in Georgia effective December 31, 2000, in a
3 carrier notification on BellSouth's interconnection website dated
4 December 22, 2000. In Kentucky, the availability of OLNS is
5 scheduled for August 2001. CLECs may obtain procedures for
6 ordering OLNS method by contacting their BellSouth account team
7 representative.

8
9 BellSouth stands ready to develop contract language to incorporate
10 these methods in AT&T's interconnection agreement that will facilitate
11 AT&T's use of customized routing and customized branding
12 functionality. However, whether or not AT&T is interested in its doing
13 so, BellSouth provides AT&T and other CLECs with customized routing
14 consistent with the FCC's rules.

15
16 Q. DOES BELLSOUTH HAVE AN OBLIGATION TO ROUTE OS/DA
17 CALLS USING EXISTING TANDEM ARCHITECTURE?

18
19 A. No. BellSouth has no obligation to route AT&T's operator services and
20 directory assistance traffic differently than BellSouth routes its own
21 operator services and directory assistance traffic. I am unaware of any
22 requirement that BellSouth route a CLEC's operator services and
23 directory assistance traffic via tandem. Further, that is not how
24 BellSouth routes its own operator services and directory assistance
25 traffic. Instead, BellSouth uses direct trunk groups between

1 BellSouth's end office switches and BellSouth's operator services and
2 directory assistance platforms. However, upon request BellSouth will
3 provide unbundled tandem switching to AT&T and AT&T can use that
4 capability as it chooses, subject only to the technical capabilities of the
5 tandem switch.

6

7 Q. DOES BELLSOUTH HAVE AN OBLIGATION THAT ITS
8 CUSTOMIZED ROUTING ARCHITECTURE MUST BE FULLY
9 IMPLEMENTED AND AVAILABLE IN EVERY END OFFICE WHERE
10 TECHNICALLY FEASIBLE?

11

12 A. No. It would not be a wise decision for BellSouth to spend money to
13 equip each and every one of its end office switches for customized
14 routing on the chance that a CLEC, such as AT&T, might someday
15 order customized routing. BellSouth has no obligation to spend its
16 money in such a way. If, on the other hand, a CLEC, such as AT&T,
17 requests customized routing in each and every end office switch,
18 BellSouth will gladly fulfill that request.

19

20 Q. CAN BELLSOUTH'S CUSTOMIZED ROUTING SOLUTIONS, WHICH
21 INCLUDE BRANDED AND UNBRANDED RESPONSES, BE
22 PROVISIONED IN A SHORT TIME FRAME?

23

24 A. Yes. BellSouth's customized routing solutions can be provisioned
25 promptly and can handle both branded and unbranded responses to

1 end users' calls. AT&T need only place an order with BellSouth for
2 customized routing and BellSouth will provide it.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

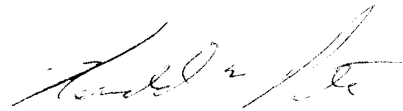
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STATE OF GEORGIA

COUNTY OF FULTON

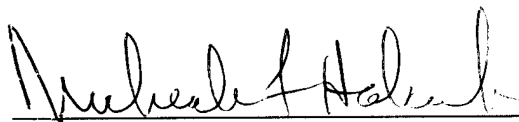
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Ronald M. Pate, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in "The Petition by AT&T Communications of the South Central States, Inc., and TCG of Ohio for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252," Commission Case No. 2000-465, and if present before the Commission and duly sworn, his direct testimony would be set forth in the annexed transcript consisting of 111 pages and 35 exhibit(s).



Ronald M. Pate

SWORN TO AND SUBSCRIBED BEFORE ME this
2nd day of Feb, 2000.



NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 Bellsouth Telecommunications, Inc.

2 Direct Testimony of Ronald M. Pate

3 Before the Kentucky Public Service Commission

4 Case No. 2000-465

5 February 6, 2001

6

7 Q. Please state your name, your position with Bellsouth
8 Telecommunications, Inc. and your business address.

9

10 A. My name is Ronald M. Pate. I am employed by BellSouth
11 Telecommunications, Inc. ("BellSouth") as a Director, Interconnection
12 Services. In this position, I handle certain issues related to local
13 interconnection matters, primarily operations support systems ("OSS").
14 My business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.

16

17 Q. Please summarize your background and experience.

18

19 A. I graduated from Georgia Institute of Technology in Atlanta, Georgia, in
20 1973, with a Bachelor of Science Degree. In 1984, I received a Masters of
21 Business Administration from Georgia State University. My professional
22 career spans over twenty-five years of general management experience in
23 operations, logistics management, human resources, sales and marketing.

24

1 I joined BellSouth in 1987, and have held various positions of increasing
2 responsibility since that time.

3

4 Q. HAVE YOU TESTIFIED PREVIOUSLY?

5

6 A. Yes. I have testified before the Public Service Commissions in Alabama,
7 Florida, Georgia, Louisiana, South Carolina, Kentucky, the Tennessee
8 Regulatory Authority and the North Carolina Utilities Commission.

9

10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

11

12 A The purpose of my testimony is to provide BellSouth's position on OSS-
13 related Issue Nos. 19, 22, 23 and 24 raised by AT&T Communications of
14 the South Central States, Inc. ("AT&T") and TCG Ohio ("TCG")
15 (collectively, "AT&T") in their Petition for Arbitration filed with the Kentucky
16 Public Service Commission ("Commission") on October 20, 2000.

17

18 Q. DO YOU HAVE PRELIMINARY COMMENTS BEFORE YOU RESPOND
19 TO THE ISSUES RAISED IN AT&T'S PETITION?

20

21 A. Yes. The issues I address deal with BellSouth's Operations Support
22 Systems – what I generally refer to as OSS in this testimony. I believe
23 that it will be easier for the Commission to place these issues in context if I
24 begin with a discussion of what the Federal Communications Commission
25 ("FCC") requires, particularly with regard to access to BellSouth's OSS,

1 the types of OSS that will be available and their functionality. After I
2 conclude that discussion, I will turn to the specific issues in this
3 proceeding.

4
5 Q. DID THE FCC DEFINE NONDISCRIMINATORY ACCESS TO
6 OPERATIONS SUPPORT SYSTEMS?

7
8 A. Yes. The FCC's August 8, 1996 Order in Docket No. 96-98 ("FCC August
9 8 Order"), at paragraph 312, indicates generally that the quality of access
10 to unbundled network elements must be comparable among and between
11 Competitive Local Exchange Carriers ("CLEC"), and BellSouth. More
12 specifically, paragraph 518 of the FCC's August 8 Order states that "if
13 competing carriers are unable to perform the functions of pre-ordering,
14 ordering, provisioning, maintenance and repair, and billing for network
15 elements and resale services in substantially the same time and manner
16 that an incumbent can for itself, competing carriers will be severely
17 disadvantaged, if not precluded altogether, from fairly competing. Thus
18 providing nondiscriminatory access to these support system functions,
19 which would include access to the information such systems contain, is
20 vital to creating opportunities for meaningful competition."

21
22 Q. HAS THE FCC SUBSEQUENTLY REAFFIRMED THIS DEFINITION?

23
24 A. Yes. In paragraph 87 of its Order on BellSouth's second 271 application
25 for Louisiana, the FCC reiterated its requirement that a BOC must offer

1 access to competing carriers that is analogous to OSS functions that a
2 BOC provides to itself. "Access to OSS functions must be offered such
3 that competing carriers are able to perform OSS functions in 'substantially
4 the same time and manner' as the BOC. For those OSS functions that
5 have no retail analogue . . . a BOC must offer access sufficient to allow an
6 efficient competitor a meaningful opportunity to compete."
7

8 Q. DOES BELLSOUTH PROVIDE CLECS NONDISCRIMINATORY
9 ACCESS TO ITS OSS?
10

11 A. Yes. BellSouth provides CLECs nondiscriminatory access to its OSS
12 functions for pre-ordering, ordering, provisioning, maintenance and repair,
13 and billing through robust and reliable manual and electronic interfaces.
14 The electronic interfaces are LENS, TAG, RoboTAG™, EDI, TAFI, ECTA
15 (EC-CPM), ADUF, ODUF and EODUF. The acronyms for these interfaces
16 will be discussed shortly and a glossary of these and other terms is
17 provided as Exhibit RMP-1. As a final comment, BellSouth's OSS
18 interfaces for CLECs are operated and available on a regional basis and
19 so the same access is available everywhere, not just in Kentucky.
20

21 Q. HOW DOES A CLEC DETERMINE WHICH INTERFACES TO USE?
22

23 A. A CLEC's selection of an interface depends on its business plan and entry
24 strategy. BellSouth has designed and implemented a variety of electronic
25 interfaces to suit the varied business plans and entry methods of the

1 CLECs in BellSouth's region. CLECs can select from among the
2 interfaces described below to match their particular mix of services,
3 volume of orders, technical expertise, resources, and future plans. The
4 following chart depicts the entry methods and the nondiscriminatory
5 interfaces from which a CLEC may choose.

6

	Resale	UNEs	Facility-Based
Pre-Ordering	TAG	TAG	TAG
	LENS	LENS	LENS
	RoboTAG™	RoboTAG™	RoboTAG™
Ordering & Provisioning	EDI	EDI	EDI
	TAG	TAG	TAG
	LENS	LENS	LENS
	RoboTAG™	RoboTAG™	RoboTAG™
Maintenance & Repair	TAFI	TAFI (Tel. # - based)	ECTA
	ECTA	ECTA	EC-CPM
Billing	EODUF	ADUF	N/A
	ODUF	EODUF	
		ODUF	

7

1 Q. PLEASE DESCRIBE THE INTERFACES THAT BELL SOUTH USES TO
2 ACCESS ITS OSS FOR ITS RETAIL CUSTOMERS.

3

4 A. For its retail basic exchange service customers, BellSouth uses two retail
5 marketing and sales support systems to access pre-ordering, ordering,
6 and provisioning information from BellSouth's downstream OSS.
7 BellSouth uses the Regional Negotiation System ("RNS") for most types of
8 residential service requests. For business customers, BellSouth uses the
9 Regional Ordering System ("ROS").

10

11 Q. CAN YOU DESCRIBE GENERALLY THE TYPES OF INTERFACES
12 THAT BELL SOUTH OFFERS TO CLECS THAT ALLOW THEM TO HAVE
13 THE SAME PRE-ORDERING AND ORDERING FUNCTION THAT
14 BELL SOUTH HAS?

15

16 A. BellSouth offers a number of interfaces from which the CLECs can
17 choose. Some are machine-to-machine interfaces and others are human-
18 to-machine interfaces. We offer both kinds because there are a
19 tremendous number of CLECs out there and the "one size fits all"
20 mentality just won't allow everyone to participate in the manner that they
21 want to. I do want to emphasize, however, that BellSouth simply makes
22 the alternatives available. We do not attempt to dictate which of the
23 interfaces any particular CLEC will utilize.

24

1 Q. CAN YOU EXPLAIN WHAT YOU MEAN BY "MACHINE-TO-MACHINE"
2 VS. "HUMAN-TO-MACHINE"?

3

4 A. Yes. Let's illustrate the difference by looking at the maintenance and
5 repair interfaces. BellSouth's Trouble Analysis and Facilitation Interface
6 ("TAFI") is a human-to-machine interface, and the Electronic
7 Communications Trouble Administration ("ECTA") Gateway is a machine-
8 to-machine interface. With TAFI, a CLEC's service representative has
9 direct access to the BellSouth systems used for trouble reporting and
10 tracking. That is, the CLEC representative sees exactly what a BellSouth
11 service representative sees, and interacts directly with BellSouth's OSS.
12 With ECTA – a machine-to-machine interface – the service representative
13 interacts with the CLEC's own computer software, and that computer
14 software then interacts with the BellSouth OSS.

15

16 Q. LETS BEGIN WITH THE MACHINE-TO-MACHINE PRE-ORDERING
17 AND ORDERING FUNCTIONS. CAN YOU DESCRIBE WHAT IS
18 AVAILABLE FOR THE CLECS?

19

20 A. Yes. BellSouth provides CLECs with a machine-to-machine industry
21 standard Telecommunications Access Gateway ("TAG") pre-ordering,
22 ordering and provisioning interface. The TAG pre-ordering and ordering
23 interfaces provide access to the same pre-ordering, ordering, and
24 provisioning OSS functions accessed by the BellSouth retail systems,
25 RNS and ROS. TAG, which was developed in response to specific

1 requests from mid-sized and large CLECs and in response to the Georgia
2 PSC's Docket No. 8354-U, provides a standard Application Programming
3 Interface ("API") to BellSouth's pre-ordering and ordering OSS. TAG is
4 based on Common Object Request Broker Architecture ("CORBA"), which
5 is the industry standard for pre-ordering. The TAG pre-ordering interface
6 has been available since August 31, 1998. TAG follows the industry
7 standard Ordering and Billing Forum ("OBF") guidelines for Local Service
8 Requests ("LSRs"). The TAG ordering interface has been available since
9 November 1, 1998.

10

11 Q. IS THERE ANOTHER MACHINE-TO-MACHINE ELECTRONIC
12 ORDERING AND PROVISIONING INTERFACE THAT BELL SOUTH
13 PROVIDES TO CLECS?

14

15 A. Yes. BellSouth also provides CLECs with the machine-to-machine
16 Electronic Data Interchange ("EDI") ordering interface. EDI allows CLECS
17 to access the same ordering and provisioning OSS functions accessed by
18 RNS and ROS for BellSouth. EDI follows the industry standard protocol
19 (EDI) for ordering and the industry standard OBF guidelines for LSRs.
20 EDI has been available to any interested CLEC since December 1996.

21

22 Q. CAN A CLEC INTEGRATE ITS OWN INTERNAL OSS WITH
23 BELL SOUTH'S TAG AND EDI INTERFACES?

24

1 A. Yes. In accordance with the FCC's requirements, BellSouth provides
2 CLECs with all the specifications necessary for integrating the BellSouth
3 interfaces. A CLEC may integrate ordering and pre-ordering functions by
4 integrating the TAG pre-ordering interface with the EDI ordering interface,
5 or by integrating TAG pre-ordering with TAG ordering. CLECs interested
6 in integrating the pre-ordering and ordering systems with their own internal
7 systems must, of course, have their own internal OSS, and have
8 responsibility for that integration. By requiring BellSouth to provide "the
9 specifications necessary to instruct competing carriers on how to modify or
10 design their systems in a manner that will enable them to communicate
11 with the BOC's legacy systems and any interfaces utilized by the BOC for
12 such access," it is clear that the FCC intended that the CLECs, not
13 BellSouth, would perform the necessary integration. Ameritech Michigan
14 Order, paragraph 137.

15
16 Q. WHAT ARE THE ADVANTAGES OF THIS KIND OF INTEGRATION?

17
18 A. The interfaces BellSouth makes available for CLECs provide
19 nondiscriminatory access to the pre-ordering, ordering, and provisioning
20 information and functions in BellSouth's OSS, while also allowing the
21 CLECs to develop their own customer service systems, including their
22 own pricing, packaging, sales, and customer account recommendations.
23 By using the integratable interfaces, CLECs can customize their own
24 marketing and sales support systems to perform functions such as
25 automatic telephone number selection, preferred and local interexchange

1 carrier (PIC/LPIC) searches, and credit checks (after contracting with a
2 third-party credit reporting agency). Integratable interfaces allow CLECs
3 to design the appearance and "feel" of their marketing and sales support
4 systems as they see fit; this is one of the advantages of integration and
5 machine-to-machine interfaces. Because these CLECs' marketing and
6 sales support systems integrate the electronic interfaces with the CLECs'
7 own internal OSS, CLECs can use information obtained via the electronic
8 interfaces to build their own databases, such as databases of their own
9 local customer service records.

10

11 Q. ARE THERE OTHER CHOICES AVAILABLE FOR CLECS THAT DO
12 NOT WANT TO USE THESE INTEGRATABLE MACHINE-TO-MACHINE
13 ELECTRONIC INTERFACES?

14

15 A. Yes. Because BellSouth recognizes that there are CLECs that have
16 decided not to use integratable machine-to-machine interfaces, BellSouth
17 offers CLECs a variety of other interfaces to suit their needs and business
18 plans for preordering, ordering and provisioning.

19

20 For CLECs that wish to use TAG for pre-ordering, ordering, and
21 provisioning in conjunction with their own databases, but have made the
22 business decision not to hire programmers to develop and maintain their
23 own TAG interface, BellSouth sells an interface called "RoboTAG™." This
24 interface was developed by Science Applications International Corporation
25 (SAIC), under contract with BellSouth. RoboTAG™ is a standardized,

1 browser-based interface to the TAG gateway that resides on a CLEC's
2 LAN server, and provides integrated pre-ordering and ordering with up-
3 front editing. BellSouth first made RoboTAG™ available in November
4 1999. The first CLEC that purchased RoboTAG™ completed testing and
5 was ready for production on November 24, 1999.

6

7 Q. DOES BELLSOUTH OFFER A HUMAN-TO-MACHINE INTERFACE
8 THAT OFFERS PRE-ORDERING, ORDERING, AND PROVISIONING?

9

10 A. Yes. For CLECs that have made the business decision not to integrate
11 pre-ordering, ordering and provisioning interfaces with their own internal
12 OSS, and do not want to expend the resources necessary to use
13 RoboTAG™, BellSouth makes available the human-to-machine Local
14 Exchange Navigation System ("LENS") interface. LENS is a web-based
15 graphical user interface ("GUI"). The LENS GUI requires software
16 development only on BellSouth's side of the interface. With the release of
17 version 6.0 of LENS on January 14, 2000, LENS became a GUI to the
18 TAG gateway. LENS now uses TAG's architecture and gateway, and
19 therefore has TAG's pre-ordering functionality for resale services and
20 UNEs, and TAG's ordering functionality for resale services. While LENS is
21 not integratable with a CLEC's internal OSS, LENS does provide
22 integrated pre-ordering and ordering in its firm order mode. In order to
23 use LENS, a CLEC must have, at a minimum, a personal computer, web
24 browser software, and an internet connection to use LENS (of course, the

1 CLEC must also test with BellSouth, attend training, and obtain a
2 password). LENS has been available since April 1997.

3

4 Q ONCE AN ORDER IS PLACED, DOES BELL SOUTH HAVE AN
5 INTERFACE AVAILABLE TO CLECS THAT ALLOWS THEM TO CHECK
6 THE STATUS OF THE ORDER?

7

8 A. Yes. The CLEC can use the CLEC Service Order Tracking System
9 ("CSOTS"), which became available in December 1999. This web-based
10 electronic interface allows CLECs to view service orders on-line, track
11 service orders, and to determine the status of their service orders.
12 Specifically, CLECs can view their orders as they appear in BellSouth's
13 Service Order Communication System ("SOCS"), and obtain other useful
14 provisioning and status information, such as jeopardy statuses, pending
15 facilities (PFs), and missed appointments (MAs). CSOTS provides CLECs
16 with a "view" that shows service orders by order status and by state.
17 CSOTS also allows CLECs to search for information using a variety of
18 criteria, including a range of due dates; the current due date; the
19 telephone account number; the service order number; and the purchase
20 order number ("PON"). CLECs can sort this information by PON, by NPA
21 NXX, by status type, by the number of days orders have been in a
22 particular status, by listed name, by service order number, by current due
23 date, and by application date. CSOTS offers CLECs the option of viewing
24 and/or downloading provisioning information using Microsoft's Excel™
25 spreadsheet program.

1

2 Q. TURNING NOW TO THE OTHER FUNCTIONS THAT BELL SOUTH
3 MUST MAKE AVAILABLE TO CLECS, CAN YOU DESCRIBE WHAT
4 MAINTENANCE AND REPAIR INTERFACES BELL SOUTH USES FOR
5 ITS RETAIL CUSTOMERS?

6

7 A. Yes. I have already mentioned this briefly. For BellSouth's retail
8 customers with Plain Old Telephone Service ("POTS"), BellSouth's
9 business and residence repair center attendants use either a business or
10 residence version of the human-to-machine Trouble Analysis and
11 Facilitation Interface ("TAFI"). For non-POTS services, BellSouth uses the
12 human-to-machine WFA-C interface.

13

14 Q. WHAT INTERFACES DOES BELL SOUTH OFFER CLECS FOR
15 MAINTENANCE AND REPAIR?

16

17 A. BellSouth offers TAFI to CLECs. The TAFI system for CLECs combines
18 the complete functionality of the separate business and residence
19 versions of TAFI used by BellSouth's repair attendants.

20

21 Q. TAFI IS A HUMAN-TO-MACHINE INTERFACE WHETHER USED BY
22 BELL SOUTH OR A CLEC. DOES BELL SOUTH PROVIDE CLECS WITH
23 A MACHINE-TO-MACHINE TROUBLE REPORTING INTERFACE IN
24 ADDITION TO THE TAFI INTERFACE?

25

1 A. Yes. Again, as I have mentioned, BellSouth also offers CLECs the
2 machine-to-machine Electronic Communications Trouble Administration
3 ("ECTA") Gateway, which conforms to the T1/M1 standard for local
4 exchange trouble reporting and notification. I should note, to be
5 complete, that BellSouth also offers the human-to-machine EC-CPM
6 interface, which provide access to BellSouth's OSS for POTS and non-
7 POTS services and UNEs.

8
9 Q. CAN YOU TELL US THE DIFFERENCE BETWEEN TAFI AND ECTA?

10
11 A. I will explain the difference in detail later in my testimony, but basically,
12 TAFI allows the BellSouth or CLEC representative to input a trouble and
13 get feedback, often while the end-user customer is still on the line. The
14 ability to get feedback right away is not available in ECTA. However,
15 ECTA can be integrated with the CLEC's internal OSS and databases,
16 whereas TAFI cannot.

17
18
19 ***Issue 19: What procedures should be established for AT&T to obtain loop-***
20 ***port combinations (UNE-P) using both Infrastructure and Customer***
21 ***Specific Provisioning?***

22
23 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF THIS ISSUE?

24

1 A. Based on the information in AT&T's matrix, the information contained in
2 proposed interconnection agreement language submitted with its petition
3 and the negotiations that have occurred between the two parties,
4 BellSouth understands that this issue deals with the way that AT&T will
5 order Operator Service/Directory Assistance ("OS/DA") for its subscribers.
6 AT&T wants the ability to submit two types of orders; 1) an infrastructure
7 provisioning or "footprint" order to establish a specific single, or "default",
8 OS/DA routing plan and 2) individual LSRs for specific AT&T end user
9 customers.

10

11 Q. CAN YOU ELABORATE ON WHAT AT&T WANTS WITH REGARD TO
12 THIS ISSUE?

13

14 A. It is my understanding that, with regard to the "footprint order", AT&T is
15 requesting a mutually agreed upon documented process that BellSouth
16 and AT&T will follow to implement AT&T's request to have its customers'
17 calls routed to a BellSouth OS/DA platform, but to have the call
18 unbranded. This issue is discussed in more detail in Mr. Milner's
19 testimony, but assuming that what AT&T is requesting is a "default"
20 routing, BellSouth can provide that electronically.

21

22 Q. HAS BELL SOUTH PROVIDED AT&T WITH PROCEDURES TO
23 ESTABLISH THE "FOOTPRINT ORDER"?

24

1 A. Yes. BellSouth has provided information to allow AT&T to adopt any one
2 of three "default" routings for its OS/DA calls. Procedures to establish the
3 "footprint order" were first provided in the proposed contractual language
4 for AT&T's interconnection agreement. In August of 2000, BellSouth
5 provided AT&T "footprint order" proposed contractual language for the
6 OS/DA unbranded routing option. On October 23, 2000, BellSouth
7 provided additional proposed contractual language for a custom branded
8 option. On October 26, 2000, BellSouth provided additional proposed
9 contractual language for a third party platform routing option. Each
10 document provides the process for establishing the "footprint order" for
11 that particular option, and these three proposed contractual language
12 documents are provided together as Exhibit RMP-2.

13
14 BellSouth delivered the user requirements for the unbranded OS/DA
15 option to AT&T on November 13, 2000. The current version 4.0 of the
16 user requirements for this feature is attached as Exhibit RMP-3. The
17 document's Change History log (pg. 4) outlines the development of these
18 procedures.

19
20 Q. DOES AN INDUSTRY STANDARD EXIST THAT CAN BE USED TO
21 ACCOMPLISH WHAT AT&T IS ASKING FOR?

22
23 A. No. An industry standard has not been approved by the Ordering and
24 Billing Forum ("OBF"), a subcommittee of the Alliance for
25 Telecommunications Solutions ("ATIS"), governing the location of a

1 customized branded or unbranded routing code on an electronic order. As
2 clarification, ATIS is the primary body addressing industry standards and
3 guidelines in these areas.

4
5 However, BellSouth is willing to provide AT&T with the capability of
6 submitting individual customer LSRs electronically. Furthermore, as the
7 result of AT&T's request for an OS/DA unbranded routing option, and
8 subsequent negotiations between the two parties, BellSouth has
9 developed the electronic ordering capability to automatically identify and
10 generate specified Line Class Codes ("LCC") on behalf of AT&T when
11 AT&T selects the OS/DA unbranded option. BellSouth implemented this
12 feature in Release 8.0 on November 18, 2000.

13
14 Q. WHEN RELEASE 8.0 WAS IMPLEMENTED, DID AT&T HAVE THE
15 ABILITY TO IMMEDIATELY ISSUE LSRS FOR LINES WITH THE
16 UNBRANDED OS/DA ROUTING OPTION?

17
18 A. Unfortunately, not immediately. In addition to the Release 8.0
19 programming work for the service request flow process, it was necessary
20 to program the appropriate central office switch with proper routing
21 instructions. While the programming for the central office was done
22 correctly, the part of the programming for Release 8.0 that was associated
23 with the Local Exchange Service Order Generator ("LESOG") was done
24 incorrectly, and the OS/DA routing did not operate as intended until the
25 programming was done correctly. While that is regrettable, and BellSouth

1 would have certainly preferred that it had not happened, there are
2 sometimes problems when central office programming is changed –
3 specifically due to human error in this situation. This was the first time that
4 BellSouth tried to implement the OS/DA program, and we had a problem.
5 That problem has since been corrected, and the unbranded OS/DA option
6 is available to AT&T for their project.
7

8 Q. WHAT ADDITIONAL LSR ENTRIES ARE REQUIRED OF AT&T TO
9 SUBMIT LSRS FOR UNBRANDED OS/DA?
10

11 A. AT&T will submit LSRS for unbranded OS/DA in accordance with standard
12 BellSouth business rules for ordering port/loop combinations. No special
13 or additional entries are required.
14

15 Q. CAN OTHER CLECS ORDER THE SAME CAPABILITY FROM
16 BELL SOUTH?
17

18 A. Absolutely. On November 22, 2000, Carrier Notification SN91082004
19 (provided as Exhibit RMP-4) was posted to the BellSouth Interconnection
20 Services web site announcing the availability of the feature, with
21 instructions for interested CLECs to contact their account team
22 representatives for information – the same process AT&T went through.
23 The core documentation for the general CLEC community is the same as
24 that for the AT&T documentation (Exhibit RMP-3), but the requirements
25 will be specific to the CLEC electing to use the service.

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Q. PLEASE SUMMARIZE YOUR TESTIMONY ON ISSUE 19.

A. BellSouth has responded to AT&T's request to provide the unbranded OS/DA option as specified for its project, and has provided all of the necessary procedures to order any of the multiple options for OS/DA. The fact that BellSouth had a problem at initial installation does not mean that we have not tried to accommodate AT&T's request, and AT&T is well aware of efforts in that regard. Furthermore, BellSouth has made the OS/DA option available to all CLECs, and has provided the instructions for implementing the service, i.e., contact the account team and BellSouth will take care of the rest. Frankly, given all of these circumstances, coupled with an unwillingness on AT&T's part to provide a forecast indicating its intent to truly use this service, it is not at all clear what AT&T wants this Commission to do with regard to this issue.

- Issue 22: Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle at a minimum the following situations:***
- a) introduction of new interfaces;***
 - b) retirement of existing interfaces;***
 - c) exceptions to the process;***
 - d) documentation, including training;***
 - e) defect correction;***

- 1 **f) emergency changes (defect correction);**
- 2 **g) an eight-step cycle, repeated monthly;**
- 3 **h) a firm schedule for notifications associated with changes initiated by**
- 4 **BellSouth;**
- 5 **i) a process for dispute resolution including referral to state utility**
- 6 **commissions or courts;**
- 7 **j) a process for escalation of changes in process;**
- 8 **k) testing support and a testing environment;**
- 9 **l) provision for a trouble number for Type-1 events;**
- 10 **m) a process for the cancellation, rejection or reclassification of CLEC**
- 11 **change requests;**
- 12 **n) a process for prioritization and assignment of change requests to**
- 13 **future releases for implementation;**
- 14 **o) a process for changing the process.**

15

16 Q. WHAT IS THE CHANGE CONTROL PROCESS?

17

18 A. As the Commission knows, the CLECs are entitled to have access to the
19 OSSs utilized by BellSouth to provide service to its customers. To
20 facilitate this access, the interfaces that I have previously mentioned,
21 TAG, EDI, LENS and so forth, have been developed. Obviously changes
22 in these interfaces are of importance to both BellSouth and the CLECs.
23 The Change Control Process ("CCP") is the process by which BellSouth
24 and the CLECs manage requested changes to the CLEC interfaces, the
25 introduction of new interfaces, and provide for the identification and

1 resolution of issues related to change requests. This process covers
2 change requests that affect external users of BellSouth's electronic
3 interfaces, associated manual process improvements, performance or
4 ability to provide service including defect notification. Associated
5 documentation is included in this process.

6
7 The Change Control Process itself is documented in a publication that is
8 now in version 2.0, and that is attached to my testimony as Exhibit RMP-5.
9 As I will discuss later in this testimony, a number of changes to the
10 existing CCP document have been accepted by the CCP, and will be
11 incorporated into a new version of the CCP document that will be posted
12 on the BellSouth CCP website on or about February 9.

13

14 Q. IN ITS RECENT ORDER APPROVING BELL ATLANTIC'S NEW YORK
15 APPLICATION FOR LONG DISTANCE, HOW DID THE FCC DESCRIBE
16 "CHANGE MANAGEMENT"?

17

18 A. The FCC stated, "The change management process refers to the methods
19 and procedures that the BOC employs to communicate with competing
20 carriers regarding the performance of and changes in the BOC's OSS
21 system. Such changes may include operations updates to existing
22 functions that impact competing carrier interface(s) upon a BOC's release
23 of new interface software; technology changes that require competing
24 carriers to meet new technical requirements upon a BOC's software
25 release date; additional functionality changes that may be used at the

1 competing carrier's option, on or after a BOC's release date for new
2 interface software; and changes that may be mandated by regulatory
3 authorities." [Emphasis added.] Bell Atlantic New York Order, ¶103Q.
4

5 Q. DOES BELLSOUTH HAVE A GENERAL POSITION ON THE INCLUSION
6 OF THIS ISSUE IN THIS ARBITRATION?
7

8 A. Yes. BellSouth's position is that the content of the CCP is not an
9 appropriate issue for arbitration with an individual CLEC. The CCP was
10 established through collaboration between interested CLECs, including
11 AT&T, and BellSouth. The changes submitted through this process are
12 handled collaboratively by the participating CLECs and BellSouth. By
13 proposing to arbitrate this issue, AT&T is effectively attempting an end-run
14 around the CCP and effectively excluding other CLECs that have a very
15 real interest in how the change control process works. Allowing AT&T to
16 succeed in this end-run would result in AT&T's gaining an unfair
17 advantage over the parties that adhere to the process. Like the interfaces
18 themselves, the change control process is regional. Issues submitted to
19 the CCP must be dealt with by BellSouth and all of the membership of
20 approximately one hundred (100) CLECs (as of December 31, 2000)
21 participating in CCP – not just BellSouth and AT&T. Indeed, the best
22 proof of the correctness of this conclusion is illustrated by something I
23 mentioned earlier. We are currently operating under Version 2 of the
24 CCP. There have previously been Versions 1.4, 1.6 and 1.7. On or about
25 February 9, 2001, after this testimony is filed, there will be a new version

1 introduced, which will be different than the version under which we are
2 currently operating. It is just wrong to try to arbitrate the CCP process in a
3 proceeding that involves such a dynamic document, particularly when
4 there are only two parties to the arbitration.
5

6 Q. IN ITS PROPOSED RECOMMENDED ARBITRATION ORDER BEFORE
7 THE NORTH CAROLINA UTILITIES COMMISSION (DOCKET NO. P-
8 140, SUB 73 & P-646, SUB 7), WHAT IS THE RECOMMENDATION OF
9 THAT COMMISSION'S STAFF RELATED TO ARBITRATION OF THE
10 CHANGE MANAGEMENT ISSUE?
11

12 A. On page 16 of its proposed recommended order, the North Carolina
13 Utilities Commission Staff states that "this arbitration docket is an
14 inappropriate forum for consideration of wholesale modifications to the
15 CCP or the CCP document, as proposed by AT&T. . . . The CCP, an open
16 forum of industry technical experts, should bear the primary responsibility
17 of debating the merits of AT&T's proposed changes in OSS and working
18 toward solutions and compromises that are acceptable to AT&T,
19 BellSouth, and the industry as a whole." On page 17 of its proposed
20 recommended order, the Staff further recommends that "the Commission
21 also concludes that it should not mandate changes to the CCP or interim
22 CCP document in this arbitration docket without all of the interested CLPs
23 [Competing Local Providers] having ample opportunity to participate in
24 these discussions".
25

1 Q. IF THIS COMMISSION SHOULD DETERMINE THAT A SEPARATE CCP
2 IS REQUIRED FOR KENTUCKY, HOW WOULD THIS DECISION
3 AFFECT THE CCP?
4

5 A. This is of major concern to BellSouth. The manual processes and
6 electronic interfaces implemented for the CLECs by BellSouth are regional
7 systems. And as I stated previously, the CCP is a regional, collaborative
8 process between BellSouth and the participating CLECs.
9

10 Since this issue is being arbitrated between BellSouth and AT&T in at
11 least six states, conceivably BellSouth could be required to implement
12 separate change control processes for three, four, or even all six states.
13 This would destroy the regional and collaborative nature of the CCP. The
14 decisions affecting the CCP are better left with the industry itself, the
15 participating CLECs and BellSouth. If the Commission does determine to
16 hear this issue, BellSouth respectfully submits that the Commission should
17 only give guidance on these issues, rather than order specific changes in
18 order to avoid the state-to-state conflicts I mentioned.
19

20 Q. IF THE COMMISSION SHOULD DETERMINE THAT IT WILL ALLOW
21 ARBITRATION OF THIS ISSUE, HOW IS YOUR TESTIMONY
22 ORGANIZED TO PRESENT BELL SOUTH'S POSITION ON THE
23 INDIVIDUAL SUB-ISSUES RAISED BY THIS DISPUTE?
24

1 A. Although BellSouth believes that this entire issue is inappropriate for
2 arbitration, BellSouth will address the issue as described by AT&T's
3 issues matrix. First, I will provide background on the change management
4 process. Then I will provide BellSouth's individual responses to items (a)
5 through (o) raised in Issue 22.

6

7 Q. HOW WAS THE CCP DEVELOPED?

8

9 A. BellSouth established its original change management process, known as
10 the Electronic Interface Change Control Process ("EICCP"), to secure
11 input from the CLECs regarding future enhancements to existing
12 electronic CLEC interfaces, and to have an organized means of securing,
13 understanding and prioritizing the CLECs' requirements regarding these
14 interfaces. From the beginning of the EICCP's development, BellSouth
15 sought the participation of the CLECs, including AT&T. Discussions
16 began in October 1997 and AT&T was a member of the committee that
17 developed the process.

18

19 The Georgia Public Service Commission Staff ("Staff") conducted a
20 Technical Workshop with BellSouth and the interested CLECs on
21 December 9-10, 1997 at which the change management process was
22 discussed. In its Recommendation issued on December 12, 1997, as a
23 result of the workshop, the Staff recommended a change control process
24 for electronic interfaces. The GA PSC issued its order approving the staff

1 recommendation on April 21, 1998. On May 15, 1998, the EICCP became
2 effective and operational throughout BellSouth's region.

3

4 Q. WHAT CATEGORIES DID THE ORIGINAL EICCP ENCOMPASS?

5

6 A. The original EICCP handled the following categories of changes: software,
7 hardware, industry standards, products and services, new or revised edits,
8 process, regulatory, and documentation.

9

10 Q. HAS THE ORIGINAL PROCESS BEEN ENHANCED?

11

12 A. Yes. BellSouth and the CLECs jointly determined and agreed that the
13 original EICCP needed to be enhanced. Thus, a workshop on this subject
14 was held on February 16-17, 2000, and all participating CLECs were
15 invited. This was done so that all of the CLECs – not just one or two of
16 them – could propose changes to the plan. AT&T was the driving force
17 behind the majority of the changes proposed during the workshop.
18 Following the workshop, a draft revised Change Control Process
19 document ("CCP document") was distributed to the CLECs.

20

21 BellSouth conducted conference calls on February 29, 2000, March 23,
22 2000 and every month thereafter – again, with all participating CLECs
23 invited – to review the recommended CCP changes raised during the
24 workshop and to follow-up on any outstanding issues. Exhibit RMP-6

1 provides a copy of the February 29, 2000 Steering Committee Meeting
2 minutes.

3

4 Q. PLEASE EXPLAIN HOW THE CHANGE MANAGEMENT PROCESS
5 WAS EXPANDED AS A RESULT OF THE WORKSHOPS AND
6 CONFERENCE CALLS.

7

8 A. At the first workshop, suggestions were made that the process be
9 expanded to include:

- 10 1) defect change requests for both documentation and software that
11 are BellSouth- and CLEC-initiated, and CLEC-affecting;
- 12 2) BellSouth-initiated enhancement requests that are CLEC-affecting
13 (CLEC-initiated enhancement requests are already included in the
14 existing process.);
- 15 3) BellSouth's escalation and defect notification processes;
- 16 4) formalization of escalation and defect notification processes;
- 17 5) definition of how the new processes will be incorporated into the
18 existing change control structure;
- 19 6) monthly status update meetings that are open to all CLECs;
- 20 7) new e-mail process for system outages and defect notices.

21

22 Q. DID BELL SOUTH MAKE THESE ENHANCEMENTS?

23

24 A. Yes.

25

1 Q. DID BELL SOUTH CHANGE THE NAME AS A RESULT OF THE
2 WORKSHOPS AND CONFERENCES?

3

4 A. Yes. The name was changed from EICCP to Change Control Process
5 ("CCP") to reflect a broadened scope to include, among other changes,
6 manual processes in addition to the existing electronic interfaces.

7

8 Q. WHAT STEPS DID BELL SOUTH TAKE TO OBTAIN AN AGREEMENT
9 FROM THE CLEC PARTICIPANTS REGARDING THE CHANGES TO
10 THE CCP?

11

12 A. In an effort to obtain agreement from the CLEC participants, BellSouth
13 posted the Change Control Process Interim Document ("Interim CCP") on
14 the website on March 22, 2000. In order to obtain concurrence from the
15 CLEC community within the BellSouth region, BellSouth posted Carrier
16 Notification Letter SN91081679 on the Interconnection Website on March
17 23, 2000 announcing the Interim CCP and requesting input from the CLEC
18 community by April 10, 2000. The Website address is:
19 <http://www.interconnection.bellsouth.com/carrier>. Exhibit RMP-7 provides
20 a copy of Carrier Notification Letter SN91081679.

21

22 Q. DID THE INDUSTRY REACH AN AGREEMENT TO IMPLEMENT THE
23 NEW CCP?

24

1 A. No. BellSouth attempted to gain approval of the CCP from the
2 participating CLECs. Even though all participants agreed that the EICCP
3 needed to be changed, industry approval was not obtained as to the
4 actual Interim CCP. However, the CLEC participants and BellSouth did
5 agree to a three-month trial period for the Interim CCP. The Interim CCP
6 became effective on April 17, 2000. BellSouth posted Carrier Notification
7 Letter SN91081733 to the website, on April 14, 2000, announcing
8 implementation of the Interim CCP on April 17, 2000 and directing the
9 CLECs to the new Interim CCP website. Exhibit RMP-8 is a copy of
10 Carrier Notification Letter SN91081733. The most recent version of the
11 BellSouth Change Control Process document, Version 2.0, dated August
12 23, 2000, is posted on the website at
13 http://www.interconnection.bellsouth.com/markets/lec/ccp_live/ccp.htm
14 (Exhibit RMP-5)

15
16 Q. WHAT ACTIONS HAVE BEEN TAKEN SINCE THE THREE-MONTH
17 TRIAL PERIOD ENDED?

18
19 A. The three-month trial period ended in July 2000. BellSouth told the
20 CLECs in the June 26, 2000 Monthly Status Call meeting that a vote
21 would be taken at the July 26, 2000 Monthly Status Call meeting.
22 However, the July 26 meeting lasted 3 hours, which was well over the
23 allotted time. As a result the CCP participants were not requested to vote
24 to establish the new "baseline" CCP document. Instead, the matter was
25 carried over, with BellSouth indicating that the vote would be taken at the

1 next scheduled Monthly Status Call meeting in August. During the August
2 23, 2000 Monthly Status Call meeting, the CLEC participants agreed by a
3 vote of 6-3 to accept the new "baseline" CCP document.

4
5 Exhibit RMP-9 is a copy of the June 26, 2000 Monthly Status Call minutes.
6 Exhibit RMP-10 is a copy of the August 23, 2000 Monthly Status Call
7 minutes.

8
9 Q. YOU STATED EARLIER THAT THERE ARE APPROXIMATELY ONE
10 HUNDRED (100) CLECS PARTICIPATING IN THE CCP. DO ALL OF
11 THEM PARTICIPATE IN EACH MONTHLY MEETING?

12
13 A. As stated previously, approximately 100 CLECs are *currently* (as of
14 December 31, 2000) registered as participants of the Change Control
15 Process. At the time of the August 23, 2000 voting, there were eighty-
16 three (83) registered members. However, not all of them participate in any
17 given meeting.

18
19 As additional information, there are approximately 1,600 Commission- or
20 Authority-approved CLECs in the nine-state BellSouth region, and
21 approximately 300 of them are actually doing business in the local
22 telecommunications market (as of 4th quarter 2000). In Kentucky, those
23 numbers are approximately 131 and 81 respectively. BellSouth has made
24 a proactive effort to inform all CLECs region-wide about the CCP, and has
25 encouraged their membership and active involvement.

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Even though a meeting agenda is prepared and distributed prior to each meeting, a review of our records for the months March 2000 to October 2000 indicate an average of only ten CLECs, with few exceptions, participate in the CCP meetings. From the July 26, 2000 Monthly Status Call minutes attached in Exhibit RMP-11, it can be seen that only a few CLECs are consistently active in this process.

Q. WILL BELLSOUTH CONTINUE TO ENHANCE THE CHANGE CONTROL PROCESS?

A. Yes. As previously discussed, change control is an ever-evolving process and the approved CCP document is a “baseline, living” document. BellSouth is committed to the change management process; and therefore, will continue to consider input that will enhance the process to best serve the CLEC community as a whole.

For instance, BellSouth has initiated a series of CCP Process Improvement meetings devoted to improving the process. CCP Process Improvement Meetings were conducted on October 17, 2000, November 1, 2000, December 7, 2000 and January 10, 2001. Among the items discussed during the Process Improvement meetings were:

- 1) Revision history on Carrier Notifications related to documentation updates/upgrades

- 1 2) Defect/Expedite Process
- 2 3) BellSouth Release Management milestones (Future Releases
- 3 schedule or calendar)
- 4 4) Coding Changes
- 5 5) BellSouth's internal process for scheduling prioritized change
- 6 requests
- 7 6) AT&T's suggested changes ("marked-up version") to CCP
- 8 Document Version 2.0
- 9 7) A process for appealing BellSouth release schedules
- 10 8) Timeframes for providing draft and final user requirements
- 11 associated with releases
- 12 9) A process for inclusion of non-OBF standard requests

13

14 Exhibit RMP-12 provides a copy of the October 17, 2000 meeting minutes,
15 Exhibit RMP-13 provides a copy of the November 1, 2000 meeting
16 minutes, RMP-14 provides a copy of the December 7, 2000 meeting
17 minutes, and RMP15- provides a copy of the January 10, 2001 meeting
18 minutes.

19

20 A. HAS AT&T SUGGESTED CHANGES TO THE BELLSOUTH CCP
21 DOCUMENT?

22

23 A. Yes. In an attempt to arbitrate this issue in other states, AT&T has filed
24 suggested changes to the CCP document in the form of marked-up copies
25 of various versions of BellSouth's CCP document. On April 27, 2000,

1 AT&T filed a marked-up copy of the BellSouth CCP Interim Version 1.4
2 document in its Arbitration Proceeding before the North Carolina Utilities
3 Commission. The Interim CCP Version 1.4 with AT&T's suggested
4 changes was a 49-page document with proposed substantive changes on
5 18 pages. A copy of the CCP Interim Version 1.4 document with AT&T's
6 Proposed Changes is provided in Exhibit RMP-16. Of AT&T's suggested
7 changes, BellSouth agreed with the following changes suggested by
8 AT&T:

- 9
- 10 1) Testing added to Process list (added page 7, version 2.0)
 - 11 2) Broader definition of term "defect" (added page 11, version 2.0)
 - 12 3) Three Impact Levels of High, Medium, and Low added to Type-6
13 Defect/Expedited Process (added page 25, version 2.0)
 - 14 4) Conference call used to discuss Type-6 Workaround, if appropriate
15 (added page 29, version 2.0)
 - 16 5) Agreed to proposed Introduction of New Interfaces language
17 provided that portion of BellSouth's language struck by AT&T
18 remains in document
- 19

20 In an attempt to arbitrate this issue in the proceeding before the Georgia
21 Public Service Commission, AT&T filed a copy of BellSouth's CCP
22 Version 2.0 document with suggested changes, some of which differ from
23 the changes AT&T submitted to the North Carolina Utilities Commission.
24 The CCP Version 2.0 document with AT&T's suggested changes was
25 submitted to the Georgia Commission on September 22, 2000. The

1 document with AT&T's suggested changes is a 70-page document with
2 proposed substantive changes on 24 pages. The major topics for which
3 AT&T is currently requesting changes can be divided into the following
4 groups:

- 5 1) Training
- 6 2) Rejection/Cancellation/Reclassification of change requests
- 7 3) Sizing/sequencing of prioritized change requests
- 8 4) Defect/ Expedite Feature Change Process
- 9 5) Software Release Notification schedule
- 10 6) Dispute Resolution Process
- 11 7) Changes to Process
- 12 8) Escalation Process
- 13 9) Testing

14

15 In addition to trying to arbitrate these issues before the state commissions,
16 AT&T submitted a CCP Change Request, Log # CR0171, on September
17 9, 2000 requesting that the BellSouth "baseline" CCP document be
18 modified to include the changes outlined in AT&T's marked-up CCP
19 Version 2.0 document, which is the process that should have been
20 followed in the first place. AT&T's marked-up CCP Version 2.0 document
21 was discussed during the CCP Process Improvement Meeting conducted
22 on October 17, 2000. It was decided that a sub-team was needed to
23 review and discuss AT&T's proposed changes and to get other CLEC
24 participants' input and concerns. AT&T's CCP representative facilitated a
25 sub-team review meeting on October 27, 2000 with the CLEC participants

1 and BellSouth in attendance. A copy of the AT&T Change Request
2 including the CCP Interim Version 2.0 document with the sub-team's
3 Proposed Changes is provided in Exhibit RMP-17. A copy of AT&T's
4 minutes from the October meeting are provided in confidential Exhibit
5 RMP-18.

6

7 Q. WHAT HAS BEEN BELL SOUTH'S RESPONSE TO THE SUB-TEAM'S
8 SUBMISSION OF ITS MARKED-UP CCP VERSION 2.0?

9

10 A. On December 5, 2000, BellSouth made available to the CLECs its own
11 proposal regarding changes to the CCP Version 2.0 to be considered at
12 the December 7, 2000 CCP Process Improvement meeting. BellSouth's
13 version reflects a good-faith effort to incorporate all of the reasonable and
14 doable changes proposed by AT&T and the CLECs. A copy of the CCP
15 Version 2.0 document with BellSouth's proposed changes – and also
16 containing the sub-team's proposed changes – is provided as Exhibit
17 RMP-19.

18

19 Q. BASED UPON THE DECEMBER 7, 2000 PROCESS IMPROVEMENT
20 REVIEW MEETING, HAS A NEW CHANGE CONTROL PROCESS
21 DOCUMENT BEEN FINALIZED AND ACCEPTED FOR POSTING ON
22 THE CCP WEBSITE?

23

24 A. Not yet. No changes were officially accepted at the December 7, 2000
25 meeting. While a number of the proposed changes have been agreed

1 upon in principle, there are still some key issues remaining for further
2 discussion within the CCP, where BellSouth contends the discussions
3 belong. In that regard, the CLECs and BellSouth agreed to hold a full-day
4 session on January 10, 2001 to attempt to reach agreement on the
5 document. A copy of the minutes of the December 7, 2000 meeting is
6 provided as Exhibit RMP-14.

7

8 Q. WHAT WAS THE OUTCOME OF THE JANUARY 10, 2001 PROCESS
9 IMPROVEMENT REVIEW MEETING?

10

11 A. As reflected by the meeting minutes (Exhibit RMP-15), the bulk of the
12 meeting was spent discussing the proposed changes submitted by the
13 CLECs and BellSouth, and the proposed voting procedures which would
14 be used to determine which changes should be accepted and which
15 should be either rejected or deferred. All participants in the meeting
16 agreed that open action items would not be included in the voting. That is,
17 if we were still working on a particular aspect of the change control
18 process, that portion would not be considered in the vote that was
19 scheduled. Only completed items would be addressed.

20

21 AT&T's CCP representative proposed an e-mail ballot, listing separately
22 each proposed change to be considered, and indicating for each proposed
23 change whether simple consensus (general agreement by CLECs and
24 BellSouth) or contested consensus (CLECs and BellSouth could not reach
25 agreement) had been reached during the meeting. BellSouth agreed to

1 provide an explanation for its inability to support any proposed change that
2 was to be voted upon.

3

4 All meeting participants agreed that the ballot would be sent to the entire
5 membership of the CCP, again confirming the truly collaborative nature of
6 the CCP, and that the scope of the CCP is bigger than just AT&T and
7 BellSouth. AT&T's representative agreed to assist with the ballot as well
8 as with the rules associated with the voting.

9

10 Q. PLEASE DESCRIBE HOW THE VOTING PROCESS WORKED, AND
11 GIVE AN OVERVIEW OF THE RULES OF THE VOTING.

12

13 A. The meeting participants agreed that the e-mail ballot would contain only
14 those changes that were discussed in the January 10 meeting. After the
15 e-mail ballot was jointly developed by the Change Control Management
16 Team and AT&T, it was e-mailed by Change Control to the CCP
17 membership on January 18, 2001. A copy of the ballot and the associated
18 voting instructions is provided as Exhibit RMP-20.

19

20 The ballot contained 35 items to be voted, with each issue marked either
21 as 'Meeting Consensus' or 'Contested Consensus'. As agreed in the
22 January 10 meeting, issues that were still open would not appear on the
23 ballot. To summarize the instructions for the voting: a) a CLEC had to be
24 a registered user of the CCP at the time of ballot distribution in order to
25 cast a valid vote; b) one vote per CLEC; c) for each Contested Consensus

1 item, a voting CLEC had to select one recommendation with which to
2 agree, and then rank that item based upon a scale range which included
3 'Agree', 'Somewhat Agree', 'Neutral', 'Somewhat Disagree', and
4 'Disagree'; d) two-thirds of votes cast in the categories ranging from
5 'Agree' to 'Somewhat Disagree' would indicate an industry consensus,
6 and changes receiving that consensus would be implemented, unless
7 BellSouth indicated it currently could not support a particular issue as
8 proposed.

9
10 BellSouth also indicated in the voting instructions that it was including Item
11 34 (Dispute Resolution) as a Contested Consensus, although there had
12 been no objections at the January 10 meeting. AT&T indicated that it
13 needed to "think" about it, and it later submitted a revised request of this
14 section to Change Control.

15
16 It was also noted that Item 35 (Changes to the Process) was included on
17 the ballot as a Contested Consensus, and included language that had
18 been discussed at the January 10 meeting as language that BellSouth
19 could support. That discussion did not generate any objections regarding
20 the inclusion of that language.

21
22 Voters were instructed to return the completed ballot via e-mail to Change
23 Control with a time-stamp of no later than midnight on January 25, 2001 to
24 be valid. Change Control indicated that the results of the voting would be
25 shared during the January 31, 2001 status review meeting.

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Q. WHAT OCCURRED NEXT DURING THE VOTING PROCESS?

A. Not surprisingly, AT&T found cause to raise an objection. The same day that the ballot was e-mailed (January 18), AT&T complained to Change Control that Item 35 did not reflect the intent of the CLECs and the item should be removed from the ballot. AT&T said that the proposed voting model that had been agreed upon at the January 10 meeting for this specific vote should have been inserted as the new CLEC recommendation in Item 35. Change Control noted that there was no consensus at the meeting for that being the case. In order to pacify AT&T, however, Change Control then issued another e-mail asking that the participants in the January 10 meeting provide feedback on AT&T's claim, stating that CLEC consensus would determine whether to retain Item 35 on the ballot.

Q. WHAT WAS THE RESULT OF THAT FEEDBACK?

A As no objections were submitted by the CLECs, Change Control issued yet another e-mail on January 19 explaining that it was removing Item 35 from the ballot and citing AT&T's "major contention" as the reason. Another version of the ballot – minus Item 35 – was attached to the e-mail, and I have included that ballot as Exhibit RMP-21.

1 Q. WHAT WERE THE FINAL RESULTS OF THE VOTING FOR THE
2 REMAINING ITEMS ON THE BALLOT?

3

4 A. When the votes were tallied, 27 of the 34 items (those labeled 'Meeting
5 Consensus') were accepted for adoption into the CCP document. The
6 seven remaining 'Contested Consensus' items, plus the item that had
7 been removed from the original ballot, were scheduled for further
8 discussion at the next meeting to be held on or about February 21, 2001.
9 I would like to add that the items that are still open and that were not part
10 of the ballot would continue to be developed in an effort to achieve
11 consensus within the CCP.

12

13 Q. HOW MANY VALID BALLOTS DID CHANGE CONTROL RECEIVE
14 FROM CLECS?

15

16 A. A total of nine (9) CLECs returned valid ballots in this voting process. In
17 addition, BellSouth also returned a ballot.

18

19 Q. SINCE A NUMBER OF ITEMS ON THE BALLOT WERE ACCEPTED
20 FOR ADOPTION INTO THE CCP DOCUMENT, WHAT DOES CHANGE
21 CONTROL PLAN TO DO NEXT?

22

23 A. When the results of the voting were provided to the CLECs at the January
24 31 monthly status meeting, the CLECs were told that the accepted
25 changes would be incorporated into a revised CCP document Version 2.1,

1 and posted to the BellSouth Interconnection website on or about February
2 9, 2001. I have provided minutes of the January 31 meeting as Exhibit
3 RMP-22, and the current draft of the soon-to-be-posted CCP Version 2.1
4 document as Exhibit RMP-23. Additionally, the CCP will develop a
5 “working” CCP document version, with a color-coded markup to show
6 which issues from the previous marked-up versions are still unresolved,
7 contested or open, and will depict the CLEC- and BellSouth- proposed
8 changes for those issues. Since this Version 2.1 has not been issued,
9 however, I will confine my testimony to the most recent version that we
10 have – Version 2.0. Again, however, this simply highlights that this is a
11 changing document and not one appropriate for arbitration between two
12 parties.

13
14

15 Q. EVEN THOUGH A NEW CHANGE CONTROL PROCESS DOCUMENT
16 HAS NOT BEEN POSTED, AND OTHER ISSUES REMAIN TO BE
17 FINALIZED, CAN YOU PROVIDE HIGHLIGHTS OF SOME OF THE
18 MAJOR CLEC-REQUESTED CHANGES TO WHICH BELL SOUTH
19 AGREES?

20

21 A. Certainly. One of the CLECs’ priorities is the separation of the expedite
22 process from the Type-6 defect notification process. An expedite in this
23 case is defined as the inability for a CLEC to process certain types of
24 orders based on the existing functionality of BellSouth's OSS's. A Type-6
25 defect is a CLEC-impacting defect caused by a BellSouth system not

1 operating as specified in baseline business requirements or published
2 business rules. BellSouth has agreed to such a process, and has
3 presented its version of such a process to respond to CLEC business
4 needs (Exhibit RMP-19, pages 37-41). The recommendation provides a
5 clear definition of “expedites”, along with safeguard parameters to ensure
6 the proper use of the process.

7
8 BellSouth also agreed to additional advance notification to the CLECs for
9 certain kinds of changes. As examples, BellSouth agrees to provide draft
10 and final user requirements for software releases no later than 90 and 45
11 days in advance, respectively; notification of the implementation of a new
12 Telecommunications Industry Forum (“TCIF”) map no later than 180 days
13 in advance of the implementation release date; and draft and final user
14 requirements for the new TCIF map no later than 120 and 60 days,
15 respectively, in advance of the release implementation date (Exhibit RMP-
16 19, page 22). I’d like to point out that the CLECs have since asked for 240
17 days advance notification of the implementation of a new TCIF map. Until
18 the December 7, 2000 meeting, BellSouth was under the impression that
19 180 days was sufficient for the CLECs. (NOTE: The Telecommunications
20 Industry Forum – TCIF – has recently changed the designation of its
21 program releases to Electronic Local Mechanized System – ELMS. For
22 purposes of consistency in this testimony, I will continue to refer to TCIF)

23
24 BellSouth has also agreed to a proposed change of a reduction in defect
25 cycle and response time intervals, i.e., a reduction from four business

1 days to two business days for the development and validation of
2 workarounds for high-impact defects (Exhibit RMP-19, page 47).

3

4 Q. WHAT ARE SOME OF THE PROPOSED CLEC CHANGES THAT
5 BELLSOUTH IS NOT ABLE TO SUPPORT, AND CAN YOU PROVIDE
6 BELLSOUTH'S REASONS FOR SUCH?

7

8 A. As explained earlier, BellSouth has made a good-faith effort to incorporate
9 as many reasonable and doable CLEC-proposed changes into its own
10 CCP proposal as is possible. As would be expected, not all proposed
11 changes fall into that category.

12

13 One of the CLEC-proposed changes is a reduction in the cycle time to
14 review a change request ("CR") for acceptance. The cycle time is
15 currently 20 days. The CLECs – primarily AT&T – have requested a 10-
16 day window for this step in the change request process. AT&T has
17 provided no analysis or basis for cutting the cycle time in half. BellSouth
18 feels that such a review cannot be done in less than 20 days because that
19 step involves reviewing the change's impact on other systems, manual
20 processes, documentation and training. Other steps include determining if
21 a CR already exists, determining if it's a CLEC training issue, or
22 determining if the CR meets the criteria for an expedited feature. In short,
23 BellSouth wants to ensure that appropriate front-end planning occurs in
24 order to minimize the possibility of defects later. All of this takes time and

1 20 days is a reasonable period to accomplish these steps. (Exhibit RMP-
2 19, page 24)

3

4 On another issue, BellSouth has added a sub-section to the Retirement of
5 Interfaces section – where BellSouth already states that we provide
6 CLECs 180 days advance notification for the retirement of interfaces – to
7 indicate we'll provide CLECs 120 days advance notification for the
8 retirement of old *versions* of interfaces (Exhibit RMP-19, page 57). This
9 gives sufficient time for CLECs to migrate to the more current versions of
10 interfaces where the greatest number of features and any defect
11 corrections reside. Although BellSouth feels that the 120-day notification
12 is sufficient, AT&T has requested 180 days, again with no basis provided
13 for their position. I'd like to point out also that in this section BellSouth has
14 agreed to provide user requirements for new versions of interfaces 180
15 days in advance.

16

17 The issue of emergency changes continues to be one in which BellSouth
18 believes there already exists a process within the CCP. True
19 emergencies – defined as a total interface outage – are handled by the
20 Electronic Communications Support ("ECS") group. At issue here are
21 high-impact defects, which are not true emergencies. High-impact defects
22 are appropriately handled in a fast turnaround time via the issuance of a
23 Type-6 defect change request.

24

1 In summary, while AT&T is attempting to arbitrate these proposed
2 changes to the CCP before this Commission, AT&T is also actively using
3 the CCP in an effort to make these changes. As discussed previously, the
4 CCP was established through collaboration between interested CLECs
5 and BellSouth. The changes submitted through this process are handled
6 collaboratively by the participating CLECs and BellSouth. Therefore, the
7 CCP, utilizing input from the CCP Process Improvement Sub-Team, is the
8 appropriate forum for review and acceptance or rejection of the CCP
9 changes suggested by AT&T.

10

11 Q. WHAT INTERFACES ARE COVERED BY THE CCP?

12

13 A. The CCP covers change requests for the LENS, TAG, EDI, TAFI, ECTA,
14 and CSOTS electronic interfaces and the associated manual processes
15 that have the potential to impact the ordering, pre-ordering and
16 maintenance and repair functions utilized by BellSouth and the CLECs
17 connected to BellSouth's interfaces.

18

19 Q. WHAT TYPES OF CHANGES DOES THE CCP HANDLE?

20

21 A. The CCP handles the following types of changes:

- 22 1) Software
23 2) Hardware
24 3) Industry standards
25 4) Products and Services (i.e., new services available via the in-scope

- 1 interfaces)
- 2 5) New or revised edits
- 3 6) Process (i.e., electronic interfaces and manual processes relative to
- 4 order, pre-order, maintenance and testing)
- 5 7) Regulatory
- 6 8) Documentation (i.e., business rules for electronic and manual
- 7 processes relative to order, pre-order, maintenance)
- 8 9) Defects/expedites
- 9

10 Q. WHAT IS NOT INCLUDED UNDER THE CCP?

11

12 A. As documented in the CCP, the CCP does not include the following:

13 BonaFide Requests ("BFR"), production support, contractual agreement

14 issues, collocation, testing support (although BellSouth has agreed in its

15 proposed changes to support this), and helpdesk-type issue resolution

16 questions. Change requests of this nature will be handled through

17 existing processes.

18

19 Q. HOW ARE THESE EXCLUDED ITEMS HANDLED?

20

21 A. BellSouth's Interconnection Account Team handles contractual agreement

22 issues, testing support, BFR, and collocation. The BellSouth Customer

23 Support Manager or Account Team handles issues related to production

24 support and issue resolution.

25

1 Q. TURNING TO THE ACTUAL OPERATION OF THE CCP, HOW ARE
2 CHANGE REQUESTS CLASSIFIED IN THE CCP?

3

4 A. Pursuant to the CCP, all change requests are classified by type. The
5 definition of each type and the process flow for each (including the
6 intervals) are detailed in the CCP referenced above. The following table
7 summarizes the types.

8

9

Type	Name
Type 1	System Outage
Type 2	Regulatory Change
Type 3	Industry Standard Change
Type 4	BellSouth-Initiated Change
Type 5	CLEC-Initiated Change
Type 6	CLEC-Impacting Defect/Expedite

10

11 Q. CAN YOU EXPLAIN THE DIFFERENT CHANGE REQUEST TYPES?

12

13 A. Yes. Even though not specifically stated as such in the CCP, the six types
14 can be sub-divided into three distinct categories. These categories are
15 represented in the CCP document as three separate, distinctive process
16 flows. The following table summarizes the categories:

17

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1

Category	Type	Description
Category 1	Type 1	System totally unusable or degradation in existing feature or functionality
Category 2	Types 2- 5	Change requests for system enhancements, manual and/or business processes, can also include issues for pre-order, orders, maintenance/repair
Category 3	Type 6	CLEC impacting defect in production – system not operating as specified in baseline business requirements or published business rules, includes documentation defects Expedited Feature – inability for CLEC to process certain types of orders to BellSouth because of a problem on BellSouth's side of the interface.

2

3

4 Q. PLEASE PROVIDE AN EXPLANATION OF A CATEGORY-1 CHANGE
5 REQUEST.

6

7 A. Category 1 covers the processes that are used in the event of a system
8 outage to report, resolve, and communicate information regarding the
9 outage in an expeditious fashion. These processes are used to keep all
10 system users informed about a specific situation. Category 1 issues are
11 included in the CCP so that if there are to be changes in the identification,
12 notification and resolution process, the CLECs and BellSouth will jointly
13 develop how these changes will be made.

14

15 Category 1 involves a situation where an electronic interface is totally
16 unusable. That is, the CLECs' pre-order, order or maintenance/repair

1 reports cannot be submitted or will not be received by BellSouth. In this
2 situation, processes are in place to identify the problem, notify those
3 affected, and provide statuses regarding the resolution of the problem.
4 The CCP deals with proposed changes in the processes.

5
6 To make this clearer, let me describe the current processes involved with
7 a system outage. Either BellSouth or the CLEC can originate notification
8 of an outage. If a CLEC originates the notice, the CLEC reports it via a
9 telephone call to BellSouth's Electronic Communications Support ("ECS")
10 help desk. The ECS records and tracks the outage report and works to
11 resolve the outage. If the outage is not resolved within 20 minutes of ECS
12 receiving the report, the CLEC community is notified of the outage via a
13 notification placed on BellSouth's CCP website.

14 http://www.interconnection.bellsouth.com/markets/lec/ccp_live/ccp.html

15
16 Exhibit RMP-24 is a screen snapshot from the website for Type-1 System
17 Outages. In addition, an e-mail is sent to the CLECs participating in the
18 CCP. The CLEC industry is notified on two to four hour intervals until the
19 resolution is determined. A resolution determination is posted to the CCP
20 website within 24 hours of the outage being reported to the ECS. The
21 final resolution is posted to the CCP website within three days of the
22 outage being reported. The escalation process may be utilized for the
23 status notification, resolution notification, or final resolution notification
24 steps if the time frames are not met and/or the responses are not
25 satisfactory.

Following is an example of a Category 1 outage reported to BellSouth:

Initial Notification	Status Notification	Resolution Notification	Final Resolution
1. ECS received report of outage from CLEC on 5/19/00 at 9:47am. 2. CLEC advised internally performed outage resolution activities. 3. CLEC provided trouble description "Security 2207 process is hung on TAG box 90.70.124.148". 4. ECS assigned case # 421221, class 1at 9:54. 5. ECS internally reports trouble at 9:56/9:57.	6. ECS receives internal report on status of trouble at 9:59.	7. ECS receives notification that internal report trouble is cleared 5/19/00 at 10:00	8. Posted final resolution notification TAG 2207 System Outage #1105 on CCP website at 10:08. Duration shown on website 9am to 10am. 9. 10:09 Sent TAG Trouble email, closing ticket. 10. Ticket closed 10:09.

Q. PLEASE PROVIDE AN EXPLANATION OF A CATEGORY 3 CHANGE REQUEST.

A. A Category 3 defect (I will come back to Category 2) involves a situation where an interface is working, but not in accordance with the way it was

1 designed or in accordance with the business rules published by BellSouth
2 to the CLECs. Category 3 has recently been expanded and now also
3 includes expedited features, which includes problems that result in the
4 inability of an individual CLEC to process certain types of orders to
5 BellSouth due to a problem on BellSouth's side of the interface. BellSouth
6 calls these situations a defect/expedite feature. The defect/expedite
7 feature is the underlying problem, and what are covered by the CCP are
8 the identification, notification, and resolution processes for
9 defects/expedite features.

10

11 Defects/expedite features have the following three Impact Levels:

- 12 1) High Impact – failure causes impairment of critical system functions
13 and no electronic workaround solution exists. Expedited features
14 are treated as High Impact.
- 15 2) Medium Impact – failure causes impairment of critical system
16 functions; a workaround solution does exist
- 17 3) Low Impact – failure causes inconvenience or annoyance

18

19 The process, which provides for speedy treatments of defects, is as
20 follows: The identification of the Type-6 defect/expedite can be initiated by
21 BellSouth or the CLECs. The originator and the individual CLEC's
22 Change Control Manager ("CCCM") or the BellSouth Change Control
23 Manager ("BCCM") prepare the change request form with the related
24 requirements and specification attached if appropriate, i.e. Purchase
25 Order Number, Operating Company Name, interfaces affected, error

1 messages, etc. The request should also include a description of the
2 business need and details of the business impact. The request is
3 submitted to BellSouth via e-mail. Within one business day of receiving
4 the change request, the BCCM will:

- 5
- 6 1) Log the defect/expedite in the change request log;
- 7 2) Send acknowledgement to CLEC;
- 8 3) Review for completeness and accuracy;
- 9 4) Assign defect/expedite status;
- 10 5) Send clarification notification via e-mail to originator if appropriate.

11

12 Within the next three business days, the BCCM

- 13 1) Validates request is a defect/expedite;
- 14 2) Perform internal defect/expedite analysis;
- 15 3) Determine appropriate status;
- 16 4) Sends defect/expedite notification to CLEC community via e-mail;
- 17 1) Posts defect/expedite on CCP website.

18

19 Within the next 4 business days, the BCCM will:

- 20 1) Identify a defect workaround;
- 21 2) Send workaround process to originator via e-mail;
- 22 3) Alert CLEC community via e-mail and;
- 23 4) Post the workaround process on CCP website or, if appropriate,
24 notify via conference call;
- 25 5) Update request on change control log.

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Importantly, with a Category 3 defect, the interface is working, but not in accordance with the BellSouth baseline business requirements or in accordance with BellSouth published business rules and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

The BCCM will provide a status of the defect/expedite at the Monthly Status Meeting and solicit CLEC and BellSouth input if appropriate. The BCCM will schedule and evaluate the defect/expedite based on the business impacts and capacity.

BellSouth will use its best efforts to schedule expedite features in the current release, next release or point release. BellSouth will utilize its best efforts to implement High Impact “validated” defects within a 4 – 25 business day range.

I do want to note that BellSouth has changed its definition of what constitutes a defect, based on its reevaluation of its previous definition during the recent North Carolina proceedings with AT&T. As previously stated, the defect notification process was also recently expanded to include expedited features. BellSouth believes that these changes in the definition of “defect” and the addition of a new category of “expedited features” will help substantially in resolving issues with AT&T related to this subject.

1

2

I also want to explain BellSouth's position on the time frames in which an activity will be concluded, since that inevitably is an issue with AT&T.

3

4

BellSouth has proposed time frames for all of these activities that

5

BellSouth believes, based on its experience, to be reasonable "outside"

6

time limits. BellSouth intends, whenever a time frame is set out for

7

accomplishing a particular step in a process, of accomplishing that step as

8

quickly as possible. If a step takes 20 minutes and a full business day is

9

allotted, the step will take 20 minutes. The problem with all of this is that

10

while we are attempting to categorize problems into neat little

11

pigeonholes, that rarely will be the case. Some problems will take longer

12

than others to resolve, hence the use of outside time frames for the steps.

13

14 Q.

PLEASE EXPLAIN HOW A PROPOSED CHANGE REQUEST FOR CATEGORY 2 WOULD BE HANDLED.

15

16

17 A.

Category 2 is a situation where a change request is submitted to enhance systems, manual and/or business processes. Significantly, Category 2 doesn't involve a system failure or a system that isn't working the way it is suppose to work. A CLEC or BellSouth can determine the need for, and originate, a Category 2 change request. The originator, in conjunction with either the BCCM or the CCCM, submits the change request and the appropriate documentation to BellSouth via e-mail. These change requests follow a normal course of business utilizing the CCP. In other words, these change requests are not treated in an expedited manner.

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1 Instead, each is thoroughly assessed and presented to participating
2 members of the CCP at scheduled meetings for input and prioritization.

3 The process flow as documented in the CCP is described below.

4
5 Within two to three days of receipt of the change request, the BCCM takes
6 the following action:

- 7 1) Logs the request in change control log;
- 8 2) Sends an acknowledgement to the originator via e-mail;
- 9 3) Reviews change request for completeness and accuracy;
- 10 4) Assigns change request status code;
- 11 5) If appropriate, sends clarification to originator via e-mail.

12

13 Within the next twenty days, the BCCM performs the following activities:

14

- 15 1) Reviews change request and related documentation for content;
- 16 2) Review for impacted areas, such as system, manual process,
17 documentation and adverse impacts;
- 18 3) BellSouth may reject the request based on reasons such as, cost,
19 industry direction, or technically not feasible to implement;
- 20 4) If rejected, notification provided to originator;
- 21 5) If rejected, reason shared with CLECs for input;
- 22 6) If rejected and if requested, subject matter expert (“SME”) available
23 in Monthly Status Meeting to discuss reason and alternatives;
- 24 6) Posts appropriate status on change control log.

25

1 Both the BCCM and CCCM, within the next five to seven (5-7) days,
2 prepare for the Change Review Meeting. The BCCM performs the
3 following:

- 4 1) Prepares agenda;
- 5 2) Makes meeting preparations;
- 6 3) Updates current request status on change control log;
- 7 4) Prepares and posts change control log to CCP website.

8

9 The CCCM performs the following:

- 10 1) Analysis pending requests;
- 11 2) Determine priorities for change requests and establish desired/want
12 dates;
- 13 3) Create draft priority list.

14

15 The pending change request is reviewed during the Monthly Status
16 Meeting.

17

18 During the Prioritization Meeting, which is conducted as needed based on
19 the published release schedule, the change requests are reviewed,
20 initiators present the change requests, impacts are discussed, requests
21 are prioritized, and the final list of prioritized change requests, also known
22 as the final Candidate Requests list, is developed.

23

1 Within two days of the Monthly Status/Prioritization meeting, the current
2 status of the request is updated on change request log, the meeting
3 results prepared and the log and results are posted on the CCP website.

4
5 During the next thirty (30) days, BellSouth and the CLECs perform
6 analysis, impact, sizing, and estimating activities for the prioritized items.
7 During this process BellSouth provides requirements and the technical
8 references to the CLECs. Additionally, face-to-face meetings or
9 conference calls, or both, are held by BellSouth and the CLECs to discuss
10 the programming and coding details for the changes.

11
12 The next step is the Release Package Meeting. During the meeting, the
13 parties evaluate the proposed release schedule and BellSouth and the
14 CLECs jointly create the Approved Release Package. The non-scheduled
15 change requests are determined and returned to the next scheduled
16 Change Review Meeting. The date of the initial Release Management
17 Project Meeting is established.

18
19 Within two days of the Release Package Meeting the following meeting
20 documentation is released.

- 21 1) Approved Release Package;
- 22 2) Updated Change Request Log;
- 23 3) Meeting minutes;
- 24 4) Date for initial Release Management Project Meeting.

25

1 Q. NOW THAT YOU HAVE DESCRIBED THE PROCESS FOR HANDLING
2 THE CATEGORY 2 CHANGE REQUESTS, PLEASE DESCRIBE HOW
3 THE CHANGES ARE IMPLEMENTED?
4

5 A. A Category 2 change to an electronic interface is usually "packaged" with
6 other changes or enhancements to be implemented together in a release.
7 The releases require programming by both the CLECs and BellSouth.
8

9 Q. WHEN DOES BELL SOUTH SEND A FORMAL CARRIER NOTIFICATION
10 LETTER OF AN APPROVED INTERFACE CHANGE TO ALL OF THE
11 CLECS?
12

13 A. BellSouth formally notifies CLECs of the changes comprising a major
14 release of the electronic interfaces thirty (30) days in advance of
15 implementation. It is important to remember that, long before CLECs are
16 formally notified about changes to the interfaces, the potential changes
17 are first discussed with the participating CLECs during the CCP meetings.
18 All notification letters for 1997-2000 may be reviewed at the
19 Interconnection Website.

20 <http://www.interconnection.bellsouth.com/markets/lec.html>
21

22 Q. WHAT IS CONTAINED IN THE NOTIFICATION LETTERS TO THE
23 CLECS?
24

1 A. The notification letters are intended to summarize the changes being
2 implemented with a particular release and to identify possible "down time"
3 for the impacted interface(s) due to system loading requirements for the
4 release. These letters are not intended to be technical references for use
5 by CLEC software developers. As discussed previously, BellSouth
6 provides CLECs with this information through other sources well in
7 advance of the formal notification.

8

9 a) **INTRODUCTION OF NEW INTERFACES**

10 Q. NOW LET'S TURN TO THE SUB-ISSUES RAISED IN AT&T'S ISSUES
11 MATRIX, BEGINNING WITH THE INTRODUCTION OF NEW
12 INTERFACES. DOES THE CCP INCLUDE PROCESSES FOR THE
13 INTRODUCTION OF NEW INTERFACES?

14

15 A. Yes. The CCP contains the process for the introduction of new interfaces.
16 The process is described on page 35 of the CCP document (Exhibit RMP-
17 5). For the introduction of new interfaces, the document states:

18 BellSouth will introduce new interfaces to the CLEC
19 Community as part of the Change Control Process. A
20 description of the proposed interface will be submitted to the
21 BCCM [BellSouth Change Control Manager]. The BCCM
22 will add an agenda item to discuss the new interface at the
23 monthly status meeting. BellSouth will be given 30–45
24 minutes to present information on the proposed interface. If
25 BellSouth requests additional time for the presentation, a

1 separate meeting will be scheduled . . .The objective will be
2 to identify interest in the new interface and obtain input from
3 the CLEC community. BellSouth will provide specifications
4 on the interface being developed to the CLEC Community.

5

6 Thus, the CCP provides BellSouth and the CLECs with a meaningful
7 opportunity to discuss and provide input for the proposed new interfaces.
8 I do want to make it clear, however, that while the introduction of new
9 interfaces is clearly subject to the CCP; the development of new interfaces
10 is not.

11

12 Q. WHEN DOES A NEW INTERFACE BECOME SUBJECT TO THE CCP?

13

14 A. As documented on page 35 of the CCP, new interfaces are added to the
15 CCP as they are deployed. After that, any requested changes will be
16 managed by the CCP.

17

18 Q. WHY DO INTERFACES UNDER DEVELOPMENT NOT FALL UNDER
19 THE CCP?

20

21 A. BellSouth must have flexibility to develop interfaces to meet industry
22 standards and regulatory requirements. The process allows for and
23 encourages CLEC input, but new development is too critical to risk being
24 stymied in the process by CLEC disagreement. To ensure efficient and

1 up-to-date deployment of new interfaces, BellSouth must retain ultimate
2 control of their deployment.

3

4 Q. DOES A CLEC HAVE TO BE A USER OF AN INTERFACE IN ORDER
5 TO USE THE CCP?

6

7 A. No. A CLEC may place a "letter of intent", indicating that it intends to use
8 an interface, on file with the BellSouth Change Control Management. The
9 letter of intent will serve as the official notification to BellSouth and the
10 other CLEC CCP participants that the CLEC's intention is to use the
11 interface. By doing this the CLEC will be permitted to participate in the
12 submission and prioritization of change requests for that interface. This
13 enhancement is reflected in the CCP document Version 2.0.

14

15 Therefore, one of the parameters of the CCP is that a CLEC must be a
16 user of an interface or have a letter of intent on file to request changes to
17 that interface. Since part of the CCP is prioritizing potential changes to an
18 interface, it just makes sense that a CLEC must be a user of an interface
19 or have a letter of intent in order to vote and rank the potential change(s)
20 for that particular interface. This simply recognizes that the CLECs that
21 are either currently using or have officially provided their intention to use
22 these interfaces should have the first say on how the interfaces should be
23 changed. The specific prioritization voting rules are detailed in the CCP
24 document (page 33 of Exhibit RMP-5). Unfortunately, the nature of the
25 CCP is such that if developing interfaces were included in the CCP,

1 CLECs with no intention of using such interfaces could game the process
2 by voting for additional features and functionality that would increase the
3 time and the cost to BellSouth and rival CLECs to implement them.

4

5 **b) RETIREMENT OF EXISTING INTERFACES**

6 Q. IS THE RETIREMENT OF EXISTING INTERFACES SUBJECT TO THE
7 CCP?

8

9 A. Not per se, but based upon the discussions with interested CLEC
10 participants, language has been added to ensure that BellSouth only
11 retires interfaces that are not being used, or if BellSouth has a
12 replacement for an interface that provides equal or better functionality for
13 the CLEC than the existing interface. As previously mentioned, BellSouth
14 has also proposed language regarding advanced notification of 120 days
15 for the retirement of old *versions* of interfaces.

16

17 BellSouth believes that AT&T considers the two parties to now be in
18 general agreement on this issue. This is based upon testimony filed
19 recently with the Florida Public Service Commission (Docket 000731-TP)
20 and the Tennessee Regulatory Authority (Docket 00-00079) by AT&T
21 Witness Jay M. Bradbury. With respect to this issue for both proceedings,
22 Mr. Bradbury states in his testimony that "it appears the parties have
23 reached agreement on a portion (of) this issue. This language has been
24 enhanced by BellSouth and is now acceptable to AT&T". While it may be

1 acceptable to AT&T, I reiterate that BellSouth still believes that any CLEC-
2 wide issue is an issue upon which the CCP should render final approval.

3

4 Information on the retirement of interfaces is located on page 35 of the
5 CCP document (Exhibit RMP-5). It states as follows:

6 As active interfaces are retired, BellSouth will notify the
7 CLECs through the Change Control Process and post a
8 CLEC Notification Letter to the web six (6) months prior to
9 the retirement of the interface. BellSouth will have the
10 discretion to provide shorter notifications (30-60 days) on
11 interfaces that are not actively used and/or have low
12 volumes. BellSouth will consider a CLEC's ability to
13 transition from an interface before it is scheduled for
14 retirement. BellSouth will ensure that its transition to another
15 interface does not negatively impact a CLEC's business.

16

17 BellSouth will only retire interfaces if an interface is not being
18 used, or if BellSouth has a replacement for an interface that
19 provides equal or better functionality for the CLEC than the
20 existing interface.

21

22 Q. WHY IS THIS POLICY REASONABLE?

23

24 A. BellSouth is responsible for providing CLECs with the required OSS
25 functionality. Operational reasons, such as discontinued hardware,

1 software that cannot be upgraded, or lack of use, are legitimate business
2 reasons for retiring interfaces. If retirement were included in change
3 control, CLECs could vote to maintain obsolete or unused interfaces
4 simply to game the system. BellSouth should not be forced to carry the
5 unnecessary costs of maintaining obsolete or unused systems and
6 indeed, this is not in the CLECs' interest either because the OSS costs
7 would be passed to them.

8

9 Q. WHAT PRECAUTIONS WILL BELL SOUTH TAKE TO ENSURE THAT
10 THE RETIREMENT OF AN INTERFACE IS NOT DETRIMENTAL TO
11 CLECS?

12

13 A. It is not BellSouth's intent to take an interface out of service that would
14 have a detrimental impact on the CLEC community. BellSouth will take an
15 interface out of service only if the interface is not being used, or if
16 BellSouth has a replacement for an interface that provides equal or better
17 functionality for the CLEC than the existing interface. Furthermore, upon
18 giving notification that an interface is going to be taken out of service,
19 BellSouth will remain open to input from CLECs concerning its decision to
20 retire the interface in question. When it is determined appropriate to retire
21 an interface, BellSouth will ensure that the functionality provided by that
22 interface is available via another means and provide a mechanism to
23 assist in the ease of transition.

24

25

1 **c) EXCEPTIONS TO THE PROCESS**

2 Q. WHAT IS YOUR UNDERSTANDING OF THIS ISSUE?

3

4 A. AT&T's apparent desire to put "exceptions" to the process under the CCP
5 is difficult to understand. In its draft of the CCP, it has lumped exceptions
6 together with "expedites", but has not differentiated the two in any
7 meaningful way. Evidently, in spite of everything BellSouth has just been
8 discussing regarding the CCP, AT&T wants a process that allows it to
9 simply circumvent the entire CCP if AT&T thinks that step is warranted. I
10 say this because AT&T's draft simply provides no substantive information
11 about what an "exception" might be.

12

13 BellSouth feels strongly that all situations that would come before the CCP
14 are covered by one of the defined categories already in the process. The
15 process does not need to add terms and/or categories that have no
16 objective criteria to define them, thereby leaving their meaning open to
17 interpretation.

18

19 **d) DOCUMENTATION, INCLUDING TRAINING**

20 Q. IS DOCUMENTATION INCLUDED UNDER THE CCP?

21

22 A. Yes. Documentation is one of the categories that is included under the
23 CCP, as I described in my introductory remarks about Issue 22.
24 Additionally, documentation defects have been incorporated in the
25 defect/expedite feature definition. Specifically, the documentation

1 included in this process is the business rules for electronic and manual
2 processes relative to pre-ordering, ordering, and maintenance.

3

4 Q. WHERE IS TRAINING HANDLED WITHIN BELL SOUTH?

5

6 A. Training is handled by BellSouth's CLEC training department. BellSouth is
7 responsible for the development and delivery of all CLEC training
8 including related training material and aids. Of course, the training courses
9 that support the interfaces that fall under the CCP will be adapted by the
10 appropriate training development organization as the interfaces are
11 enhanced through the process, if there is a need.

12

13 Q. WHY IS AT&T CONCERNED WITH TRAINING AS IT RELATES TO THE
14 CCP?

15

16 A. In a similar proceeding in another state, AT&T cited a minor exception (#9)
17 noted by KPMG in the Florida Third Party Test. AT&T stated that the
18 exception was for BellSouth's "failure to document its training process."
19 That is a gross mischaracterization of both the quote and the fact of the
20 matter. In reality, KPMG identified BellSouth's "failure to have
21 documented procedures for CLEC training management practices and
22 program administration." That is different from deficiencies in actual
23 training materials and courses themselves, and has more to do with
24 'behind-the-scenes' issues such as BellSouth's documentation of its
25 qualification criteria for the selection of instructors. BellSouth is currently

1 formalizing those procedures in response to the exception, but the current
2 lack of such in no way prevents the delivery of CLEC training, or otherwise
3 harms the CLEC community. Frankly, BellSouth thinks it is another
4 indication that Third Party Testing will validate the adequacy of the CCP,
5 and that that validation further suggests the inappropriate inclusion of the
6 CCP in this proceeding.

7
8 e) **DEFECT CORRECTION** and

9 f) **EMERGENCY CHANGES** (defect correction)

10 Q. CAN YOU DISTINGUISH THESE TWO ISSUES?

11

12 A. A dispute existed about the definition of a defect and that may have given
13 rise to this sub-issue. I believe the disagreement of the definition of a
14 defect has been resolved. As mentioned previously, BellSouth believes a
15 process currently exists within the CCP to deal with true emergencies,
16 which are defined as system outages. Nonetheless, this is among the
17 issues being addressed as the review of the CLEC- and BellSouth-
18 proposed CCP changes continues.

19

20 Q. HOW ARE DEFECTS DEFINED UNDER THE CCP?

21

22 A. The definition of defects has been revised. The revised language as
23 stated on page 25 of the CCP document is as follows:

24 Any non-Type-1 change where a BellSouth interface used by
25 a CLEC which is in production and is not working in

1 accordance with the BellSouth baseline business
2 requirements or is not working in accordance with the
3 business rules that BST has published or otherwise provided
4 to the CLECs and is impacting a CLEC's ability to exchange
5 transactions with BellSouth. This includes documentation
6 defects.

7
8 This revised definition incorporates language to deal with concerns
9 expressed by AT&T. Specifically, the part of the definition, which states
10 "is not working in accordance with business rules to exchange
11 transactions with BellSouth." A defect to documentation or business rules
12 is a condition where the documentation or business rule does not agree or
13 accurately reflect the business environment. BellSouth is also working to
14 incorporate more of AT&T's suggested additions to the defect definition
15 regarding requirements defects.

16
17 Q. HOW ARE DEFECTS HANDLED BY THE CCP AND BELL SOUTH?

18
19 A. BellSouth is committed to responding to all requests in the manner set
20 forth in the CCP. A workaround will be provided, in most cases, no more
21 than (4) business days after validation of the existence of a defect. Since
22 BellSouth has incorporated this process, BellSouth has actually provided
23 workarounds within three (3) business days. BellSouth has also proposed
24 in its version of the CCP document to reduce workaround cycle times for
25 high-impact defects from four (4) days to two (2) days, while retaining the

1 four-day cycle for medium- and low-impact defects. BellSouth works
2 diligently to provide a response/workaround as quickly as possible. Defect
3 fixes, depending upon the system/customer impacts, are generally
4 implemented in point releases, which means a quicker turnaround for the
5 CLEC.

6

7 Q. WHAT DO YOU BELIEVE TO BE THE ISSUE HERE?

8

9 A. AT&T takes exception, evidently, to our definition of a defect. Hopefully,
10 this has been resolved.

11

12 Q. IS DEFINING A PROBLEM AS A DEFECT OR A NON-DEFECT
13 IMPORTANT?

14

15 A. Yes. If it is a defect, it gets the Category 3 treatment described earlier. If
16 it is just something AT&T doesn't like, but does not rise to the level of a
17 defect, it gets Category 2 treatment.

18

19 ***g) AN EIGHT-STEP CYCLE, REPEATED MONTHLY***

20 Q. DOES BELL SOUTH UNDERSTAND WHAT IS AT ISSUE HERE?

21

22 A. Yes. As this issue has evolved, it is clearer that AT&T's issue is not with
23 the number of steps (as the issue title seems to imply), but more so with
24 cycle times contained within the steps, per direct testimony filed by AT&T
25 witness Jay M. Bradbury for similar arbitration before the Florida Public

1 Service Commission (FPSC Docket No. 000731-TP, page 63; excerpt
2 attached as Exhibit RMP-25). As discussed previously, AT&T has filed
3 suggested changes to the CCP document in the form of marked-up copies
4 of various versions of BellSouth's CCP Document. Included are AT&T's
5 recommendations for reduced cycle times for some of the steps AT&T
6 feels are necessary in order to meet its perceived business needs.

7
8 BellSouth provided feedback for the marked-up CCP Version 2.0 to AT&T
9 and the other member CLECs prior to the December 7, 2000 CCP
10 Monthly Status Meeting, and BellSouth's proposal for a reduction in cycle
11 times is also being considered by the CCP as part of the ongoing
12 collaborative effort. As stated earlier, there are some reduced cycle-time
13 intervals that BellSouth has been able to propose (e.g., two (2) days for
14 the development of a workaround for a high-impact defect), and some
15 reduced cycle-time intervals proposed by AT&T that BellSouth cannot
16 support (e.g., cutting the review cycle for a change request from 20 to 10
17 days).

18

19 ***h) A FIRM SCHEDULE FOR NOTIFICATIONS ASSOCIATED WITH***
20 ***CHANGES INITIATED BY BELL SOUTH***

21 Q. DOES THE CCP PROVIDE A "FIRM SCHEDULE" FOR NOTIFICATIONS
22 ASSOCIATED WITH BELL SOUTH-INITIATED CHANGES?

23

24 A. Yes. The schedule is outlined on page 20 of the CCP document (Exhibit
25 RMP-5), with a detailed description of the process flow for BellSouth-

1 initiated changes on pages 19-24. As previously noted, and in response
2 to CLEC requests, BellSouth has also proposed changes in the
3 notification process regarding user requirements for software releases (90
4 and 45 days advance notification for draft and final requirements,
5 respectively), new TCIF mapping (180 days advance notification for
6 implementation release date, and 120 and 60 days advance notification
7 for draft and final requirements, respectively), and retirement of interfaces
8 (120 days advance notification for the retirement of old versions of
9 interfaces).

10

11 Another change regarding notifications to which BellSouth has agreed is
12 related to documentation for non-system-affecting documentation. The
13 current CCP 2.0 document states that BellSouth will provide this
14 documentation a minimum of five (5) days in advance of the
15 implementation of a change related to the documentation, and that
16 system-affecting documentation will be provided a minimum of 30 days in
17 advance of the implementation. In response to CLEC requests, BellSouth
18 will now provide all documentation 30 days in advance. This agreement to
19 change is reflected in the minutes of the December 7, 2000 Process
20 Improvement Meeting minutes (Exhibit RMP-14).

21

22 Q. BECAUSE THE CCP CONTAINS A SCHEDULE FOR NOTIFICATIONS,
23 DOES BELL SOUTH UNDERSTAND WHY THIS IS AT ISSUE?

24

1 A. No. We conclude that AT&T is simply unhappy with the schedule
2 established through collaboration by CLECs and BellSouth operating
3 under change control, and that AT&T is attempting to circumvent the
4 collaborative nature of the process through this arbitration. If AT&T
5 wishes to make changes regarding the scheduling of notifications, it
6 should submit its proposed changes to the CCP. Indeed, that has been
7 done with regard to AT&T's issues – with resulting changes.

8
9 Q. IS BELL SOUTH COMMITTED TO USING THE CCP TO INITIATE
10 CHANGE REQUESTS?

11
12 A. Yes, of course. BellSouth is committed to using the process to initiate
13 change requests, and, in fact, has already submitted numerous change
14 requests. The Change Control log (available via the Change Control
15 Process website) shows that BellSouth has initiated numerous change
16 requests for various improvements to the ordering process, and has also
17 originated a number of change requests to correct various types of system
18 and documentation defects that BellSouth has discovered.

19
20 i) **A PROCESS FOR DISPUTE RESOLUTION INCLUDING REFERRAL TO**
21 **STATE UTILITY COMMISSIONS OR COURTS**

22 Q. DOES THE CCP INCLUDE DISPUTE RESOLUTION?

23
24 A. Yes. A dispute resolution process was established as part of the
25 expansion of the CCP, and a description is contained in the CCP

1 document on page 40. In brief summary, the process is as follows: In the
2 event that an issue is not resolved through the CCP's escalation process,
3 BellSouth and the affected CLEC (or CLECs) will form a Joint Investigative
4 Team of Subject Matter Experts within one week. The team will conduct a
5 root cause analysis to determine the source of the problem, and then
6 develop a plan to remedy it. Each party to the dispute must escalate the
7 issue within each company to the person with the authority to resolve the
8 issue.

9

10 Q. IF THE DISPUTE CANNOT BE RESOLVED AFTER ALL THESE STEPS,
11 THEN WHAT OPTIONS ARE AVAILABLE?

12

13 A. As stated in the CCP document (Exhibit RMP-5) on page 40, if the dispute
14 cannot be resolved after these steps, then either party may file a formal
15 complaint for binding mediation with the Director of Telecommunications,
16 or the appropriate state official. According to the CCP, the complaint
17 should be ruled upon within thirty (30) days of the filing, although we
18 obviously recognize that this is solely within the Commission's discretion.
19 If either party is then aggrieved, it may file a formal complaint with the
20 state public service commission. It should be noted that this language has
21 been introduced as part of the Interim CCP. We recognize, however, that
22 this language may require refinement in order to be appropriate for
23 Kentucky.

24

25

1 ***j) A PROCESS FOR ESCALATION OF CHANGES IN PROCESS***

2 Q. DO YOU UNDERSTAND WHAT IS AT ISSUE HERE?

3

4 A. Yes. This is another example of how an issue can work toward resolution
5 through the collaborative CCP. At first, AT&T's concern here was the lack
6 of a well-defined escalation process. Through the CCP – and with AT&T's
7 involvement – such an escalation process has been developed, and an
8 overview of the process is presented below.

9

10 Although AT&T now agrees in concept with the escalation process, AT&T
11 has found yet another concern. In its marked-up CCP Version 2.0, AT&T
12 has recommended specific intervals for some of the steps to better
13 regulate – from AT&T's perspective – the attention given to escalations
14 based upon the severity of the impact of the issue. Appropriately, the
15 CCP is also reviewing AT&T's proposed intervals, while considering
16 BellSouth's proposed intervals.

17

18 BellSouth has proposed what it feels are reasonable time intervals for
19 each cycle of the escalation process, and they can be found on pages 58
20 and 62 of Exhibit RMP-19. In summary, BellSouth has proposed the
21 following:

22	Type-1 issues:	1-day turnaround
23	Types 2-5 issues:	5-day turnaround
24	Type-6 High Impact issues:	2-day turnaround
25	Type-6 Medium and Low Impact issues:	5-day turnaround

Types 4-5 Expedite Process issues: 3-day turnaround

Q. PLEASE DESCRIBE THE CCP'S ESCALATION PROCESS.

A. The guidelines for the escalation process are on page 33 of the CCP document (Exhibit RMP-5). The CCP document provides as follows:

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.

The contacts and the processes for each type of change request are located on pages 34-36. To summarize:

Type-1 change requests (System Outages) would be escalated through three levels of the Electronic Communications Support Group-Interconnection Operations by the CLEC.

Types-2-6 change requests would be escalated through the Change Control Team who would direct Business Rules, Operations Issues, and System Issues to the appropriate Director within BellSouth.

1 **k) TESTING SUPPORT AND A TESTING ENVIRONMENT**

2 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF AT&T'S CONCERN
3 WITH THIS SUB-ISSUE?

4
5 A. BellSouth believes that AT&T would like to see all interface testing and
6 processes come under CCP control – including that which is related to
7 certification for new CLECs – and to ensure that CLECs have the ability to
8 test their own ordering capabilities in advance of the implementation of
9 new releases for BellSouth's interfaces.

10

11 Q. PLEASE RESPOND TO AT&T'S CONCERNS.

12

13 A. As AT&T is fully aware, there has been a major development effort
14 underway – again within the collaborative CCP – to establish the CLEC
15 Test Environment for just such purposes as mentioned in the previous
16 answer. The two most recent meetings were held on January 17 and 18,
17 2001, and the minutes from those meetings are included together as
18 Exhibit RMP-26. While there are still some minor action items (mostly
19 created by AT&T Witness Bradbury) to be handled, BellSouth has
20 targeted March 31, 2001 as the implementation for the CLEC Test
21 Environment.

22

23 Q. WHAT ARE SOME OF THE KEY POINTS ABOUT THE CLEC TEST
24 ENVIRONMENT THAT YOU WOULD LIKE TO HIGHLIGHT?

25

1 A. Probably the most important highlight is the fact that this is a joint effort of
2 the CLECs and BellSouth in determining which capabilities would be
3 incorporated into the scope of the test bed functionality. BellSouth is
4 currently installing software for this application on the hardware platforms,
5 and by the time the test bed is available for general CLEC use, BellSouth
6 and one CLEC will have already tested it.

7
8 Once the test bed is operational, CLEC use of the test bed will be
9 negotiated and scheduled based upon what the CLEC plans to test. The
10 overall process for CLEC testing will be defined in a CLEC test agreement
11 to ensure maximum utilization availability to the CLEC community as a
12 whole, and that the test bed capacity is not dominated by individual
13 CLECs. The test bed will also be the application used for testing initial
14 connectivity with new CLECs.

15
16 Testing schedules for both new and existing CLECs will be arranged
17 through the CCP.

18
19 ***I) PROVISION OF A TROUBLE NUMBER FOR TYPE-1 EVENTS***

20 Q. WHAT HAS BELL SOUTH PROPOSED WITHIN THE CCP TO HELP
21 MEET THIS REQUEST?

22
23 A. In the event that a CLEC and the BellSouth Electronic Communications
24 Support ("ECS") helpdesk jointly agree that a particular Type-1 outage is
25 not industry-impacting (i.e., the outage is isolated to the one CLEC), the

1 ECS will provide the CLEC with a unique trouble ticket number – upon
2 request by the CLEC – to record and track the outage. The CLEC and
3 BellSouth will then work jointly to resolve the problem. For an industry-
4 impacting outage, the standard Type-1 outage process flow as defined in
5 the CCP would be followed.

6

7 **m) A PROCESS FOR THE CANCELLATION, REJECTION OR**
8 **RECLASSIFICATION OF A CLEC CHANGE REQUEST**

9 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF AT&T'S CONCERN
10 WITH THIS SUB-ISSUE?

11

12 A. From its language in testimony from similar proceedings in another state,
13 AT&T apparently feels that the current wording of the CCP document
14 gives BellSouth an unreasonable "up-front veto power over any change
15 request submitted by CLECs," and that change requests "should not be
16 subject to the arbitrary cancellation or rejection by BellSouth."

17

18 Q. PLEASE RESPOND TO THAT CONCERN.

19

20 A. Despite AT&T's feelings about the wording in the current CCP document,
21 BellSouth would argue strongly that it has never acted irresponsibly upon
22 CLEC change requests in the manner that AT&T implies it might, nor
23 would BellSouth do so in the future if the wording remains as it is. AT&T
24 has offered its proposed changes to this section of the CCP, and, for the
25 most part, BellSouth is receptive to them.

1

2 Q. WHAT HAS BELL SOUTH PROPOSED IN REGARD TO THIS ISSUE?

3

4 A. BellSouth has stated in its proposed changes to the CCP (Page 40 of
5 Exhibit RMP-19) that, if BellSouth determines that a CLEC-initiated
6 change request should not be accepted because of cost, industry direction
7 or technical feasibility issues, BellSouth will open an agenda item for the
8 next monthly status meeting/call, and will provide a subject matter expert
9 to present the BellSouth case at the next monthly status meeting.

10 BellSouth has also stated that the subject matter expert should be given at
11 least a two-week notification prior to the meeting. BellSouth further
12 commits to consider all possible options for accommodating the request.
13 This wording closely aligns with AT&T's proposed changes. Moreover, I
14 would note that under the CCP, if there is a disagreement between
15 BellSouth and a group of CLECs (but not just a single CLEC) there are
16 escalation processes that allow for the resolution of such disputes.

17

18 **n) A PROCESS FOR PRIORITIZATION AND ASSIGNMENT OF CHANGE**
19 **REQUESTS TO FUTURE RELEASES FOR IMPLEMENTATION**

20 Q. WHAT IS BELL SOUTH'S UNDERSTANDING ABOUT AT&T'S
21 CONCERN WITH THIS SUB-ISSUE?

22

23 A. Again, from testimony from similar proceedings in another state, AT&T
24 apparently is unhappy with what it perceives as "an arbitrary release
25 schedule developed without input from the affected CLECs or the CCP."

1 AT&T suggests that its proposed wording “establishes fixed points for
2 prioritization meetings, and requires all prioritized change requests to be
3 assigned to specific future releases.” AT&T does go on to say that there
4 is some flexibility in its proposed process, since CCP consensus at a
5 Release Package Meeting might, in fact, change the order of priority.

6

7 Q. DOES BELLSOUTH HAVE A DIFFERING OPINION ABOUT HOW THE
8 PRIORITIZATION AND ASSIGNMENT OF CHANGE REQUESTS
9 SHOULD BE ACCOMPLISHED?

10

11 A. While releases may not be on a regularly-scheduled basis, I would hardly
12 term them “arbitrary”, nor will I agree that there have not been inputs from
13 the CLECs or the CCP. I do think it is fair to say that fundamentally
14 BellSouth and AT&T both have the same end goal in mind for this issue.
15 BellSouth has agreed to many of AT&T’s proposed changes, including the
16 set schedule of quarterly prioritization meetings, providing size and scope
17 information on pending change requests to the CLECs, and a number of
18 wording changes for clarity purposes. It simply comes down to how often
19 reprioritization of the change requests can occur, and whether BellSouth
20 can accommodate as many priority items in a release package as AT&T
21 feels BellSouth should be able to do. This remains an open issue.

22

23 o) **A PROCESS FOR CHANGING THE PROCESS**

24 Q. DOES THE CURRENT VERSION OF THE CCP DOCUMENT ADDRESS
25 A PROCESS FOR CHANGES TO THE PROCESS?

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25

A. Yes. Section 9.0 of the current Version 2.0 of the CCP document specifies that requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (“BCCM”) for review by the CCP, using the Change Request form located in Appendix A of the CCP document. CCP process change requests are reviewed at the monthly Change Review meetings.

Q. ARE THERE CURRENTLY ANY PROPOSED CHANGES TO THE PROCESS UNDER CONSIDERATION BY THE CCP?

A. Again, yes. As previously discussed, AT&T itself submitted a CCP Change Request (Log # CR0171 – September 9, 2000) under the provisions of Section 9.0 of the current CCP document. That request led to the formation of a CLEC subcommittee that has recommended a vast number of changes to the process, including changes to Section 9.0. The aforementioned “marked-up version” of CCP 2.0 has been presented to the CCP, and, as discussed earlier, BellSouth also provided its own proposed changes (Exhibit RMP-19) in response to and in conjunction with those of the CLECs. When agreement is reached within the CCP as to which proposed changes will occur, the current CCP Version 2.0 will be updated accordingly and posted to the CCP web site. As discussed previously in my testimony, a major update incorporating a number of AT&T/CLEC requested changes is about to take place and the new document will be posted on or about February 9, 2001. Further, any

1 unresolved or open issues will continue to be discussed within the same
2 ongoing process, and changes resulting from those discussions will be
3 similarly updated to the CCP document.

4
5 Q. WHAT DOES BELL SOUTH WANT THE COMMISSION TO DO TO
6 RESOLVE THE VARIOUS PARTS OF ISSUE 22 THAT HAVE BEEN
7 PRESENTED?

8
9 A. First, BellSouth believes that the Commission should do nothing, finding
10 that the CCP should be handled collaboratively between the CLECs and
11 BellSouth. Second, if the Commission wants to address any particular
12 part of the CCP, BellSouth requests that the Commission simply make
13 recommendations rather than impose requirements on the process that
14 will affect a number of CLECs other than AT&T. If, however, the
15 Commission wants to address each individual dispute between BellSouth
16 and AT&T, BellSouth suggests that the simplest way to do this is to simply
17 compare AT&T's marked-up copy of Version 2.0 of the CCP to BellSouth's
18 marked-up copy of that same version. The dispute between the parties is
19 clearly illustrated in those documents. Based on the evidence provided,
20 the Commission should be able to determine which party's language
21 would be most appropriate, thus facilitating a resolution of this issue.
22 Also, the Commission can consider the host of changes recently accepted
23 via the Change Control process as proof that change management can
24 work within the collaborative process currently utilized by BellSouth and
25 the CLECs.

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Issue 23: What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided?

Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

A. As stated earlier, BellSouth's position is that the CCP, and, therefore, any issues pending before the CCP, are not appropriate for this arbitration. All requests for enhancements to BellSouth's electronic and manual interfaces should be submitted via the CCP. As I stated in Issue 22 above, the CCP is a collaborative process established between BellSouth and interested CLECs to manage changes to interfaces. OSS issues submitted to the CCP must be dealt with by BellSouth and all of the CLECs participating in CCP, not just BellSouth and AT&T. Moreover, should the Commission decide to consider these topics, BellSouth requests that the Commission only gives guidance on these issues, rather than requiring a result that may be in conflict with a decision in another state.

Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF AT&T'S POSITION ON THIS ISSUE?

1 A. As BellSouth understands AT&T's position, AT&T is attempting to
2 circumvent the CCP for the issues described in Issue 22. This would allow
3 AT&T to gain an unfair advantage over the other CLECs that adhere to the
4 regional CCP.

5
6 Q. WILL BELLSOUTH PROVIDE THE STATUS OF EACH REQUEST
7 LISTED IN ISSUE 23, EVEN THOUGH THE ISSUE IS NOT
8 APPROPRIATE FOR THIS ARBITRATION?

9
10 A. Yes. Although we do not think it appropriate to resolve in this proceeding,
11 I will address each item AT&T included in its position statement. AT&T
12 divided this issue into sub-parts (a) - (c). I will address each of the listed
13 items in the same manner.

14
15 **Sub-part (a) Parsed Customer Service Records ("CSR") for Pre-ordering**

16 Q. WHAT DOES "PARSE" MEAN?

17
18 A. To parse means to receive a stream of data from the Customer Service
19 Record ("CSR") and break down that data into certain fields for further
20 use.

21
22 Q. WHAT HAS THE FCC SAID ABOUT AT&T's INTERPRETATION OF THE
23 BELL ATLANTIC ORDER AS IT RELATES TO PARSING?

24

1 A. In its Southwestern Bell Texas order, footnote 413, the FCC stated that
2 "Contrary to AT&T's interpretation of the *Bell Atlantic New York Order*, see
3 AT&T Texas I Dalton/DeYoung Decl. At para. 95, we have not previously
4 stated that a BOC must perform parsing on its side of the interface."
5

6 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF WHAT AT&T REFERS
7 TO AS A PARSED CSR?
8

9 A. Based on BellSouth's understanding, AT&T is referring to the level to
10 which the CSR information is provided for parsing in the TAG pre-ordering
11 interface. AT&T wants "sub-line" parsing of the CSR data to a level that
12 goes beyond the level used and retained by BellSouth for itself. BellSouth
13 currently provides the CLECs a stream of data via the machine-to-
14 machine TAG pre-ordering interface based on the Common Object
15 Request Broker Architecture ("CORBA") industry standard. The stream of
16 data is identified by section with each line uniquely identified and
17 delimited. This data is provided to CLECs in the same manner as it is to
18 BellSouth's Retail units.
19

20 BellSouth, for example, retains the customer's listed name as a complete
21 field - my listed name is "Pate, Ronald M". AT&T apparently wants "sub-
22 line" parsing of "Pate, Ronald M" into three separate fields: last name
23 ("Pate"), first name ("Ronald"), and middle initial ("M."). This level of
24 parsing can be programmed by AT&T on its side of the interface. The
25 bottom line is that BellSouth provides CLECs with the CSR information in

1 a nondiscriminatory format. BellSouth, therefore, has met its obligations
2 regarding parsing.

3

4 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF AT&T'S POSITION ON
5 SUB-PART A OF THIS ISSUE?

6

7 A. In its petition and exhibits, AT&T claims that BellSouth should provide a
8 parsed CSR pursuant to industry standards. AT&T further claims the
9 parsed CSR has been an industry standard since the publication of the
10 Local Service Ordering Guidelines Issue 3 ("LSOG 3"), thus suggesting
11 that we should have already implemented what AT&T is requesting.

12

13 Q. DEFINE 'LSOG', AND EXPLAIN BELL SOUTH'S POSITION REGARDING
14 LSOG.

15

16 A. LSOG, or Local Service Ordering Guidelines, is the set of guidelines for
17 CLECs to use when ordering local service. The guidelines were originally
18 established in accordance with the consensus approval of the OBF.
19 BellSouth readily adopted – and has fully supported – the OBF
20 recommendations with few exceptions regarding conflicts with BellSouth's
21 legacy systems or established processes. BellSouth currently supports
22 LSOG Version 4 forms for manual ordering.

23

24 Q. WHAT IS BELL SOUTH'S POSITION ON THIS SUB-PART?

25

1 A. As explained in detail below, BellSouth provides CLECs the CSR data in
2 the same manner that it provides the data to itself for use by the BellSouth
3 retail units.

4
5 Q. HAVE THE CLEC ELECTRONIC INTERFACES BEEN UPGRADED TO
6 LSOG 4?

7
8 A. Yes. The interfaces were upgraded from the Telecommunications
9 Industry Forum Issue 7 ("TCIF7") to TCIF Issue 9 ("TCIF9") and parts of
10 TCIF Issue 10 in January 2000 when OSS99, which is based on LSOG 4,
11 was implemented. The OSS99 enhancement consists of the "best of"
12 TCIF Issue 8, TCIF Issue 9 and TCIF Issue 10, as selected by the CLECs
13 participating in the EICCP and BellSouth. Approximately two years ago,
14 BellSouth conducted meetings with the CLECs via the EICCP to discuss
15 the impact of moving from TCIF7 to TCIF9 (LSOG 4). Because of the
16 major efforts required to upgrade from TCIF7 to TCIF9, a decision was
17 made by the members of the EICCP, which included AT&T, to implement
18 the components that were most critical to the CLECs. The subparsed
19 CSR requested by AT&T was not included in this enhancement.

20
21 Q. HAS A CHANGE REQUEST FOR PARSED CSRS BEEN SUBMITTED
22 TO THE CCP?

23

1 A. Yes. AT&T submitted a Change Request, Log # TAG0812990003, on
2 August 12, 1999, requesting that BellSouth deliver a parsed CSR as part
3 of the pre-ordering functionality.
4

5 Q. WHAT IS THE STATUS OF THIS CHANGE REQUEST?
6

7 A. AT&T's Change Request was presented during the September 28, 1999
8 CCP Enhancement Review Meeting and prioritized as one of eleven
9 pending change requests to be considered for implementation in 2000.
10 During the November 30, 1999 CCP Release Planning Meeting, this
11 Change Request was updated for planning and analysis to begin in mid-
12 2000. This pending change request was reviewed during the March 29,
13 2000 CCP Monthly Status Call and it was decided a sub-team would be
14 formed during 2000 to investigate the implementation of sub-parsed CSR.
15 This change request was prioritized as the number one pre-ordering
16 request during the June 28, 2000 Change Review Meeting.
17

18 The sub-team has been formed; and it includes representatives from
19 BellSouth and the CLEC CCP participants. The initial Parsed CSR team
20 meeting was conducted on October 3, 2000, and subsequent sub-team
21 meetings were held on October 19, 2000 and November 16, 2000. The
22 September 28, 1999 meeting minutes are included as Exhibit RMP-27; the
23 minutes from the March 29, 2000 call are Exhibit RMP-28; the minutes
24 from October 3, 2000 meeting are Exhibit RMP-29; the minutes from the

1 October 19, 2000 meeting are Exhibit RMP-30; and the minutes from the
2 November 16, 2000 meeting are RMP-31.

3

4 On December 12, 2000, an e-mail was sent to participating CCP CLECs,
5 asking for comments on the work done by the sub-team after the
6 November 16 meeting. Attached to the e-mail were the following
7 documents: an updated Change Request, the November 16 Sub-Team
8 Meeting minutes, the Parsed CSR Action Item Log, CLEC User
9 Requirements, and a tentative Parsed CSR Implementation Timeline.
10 Comments were due by January 10, 2001, and a conference call sub-
11 team meeting was scheduled for mid-January 2001 to review the project
12 and the timeline.

13

14 Q. WHAT WERE THE RESULTS OF THAT JANUARY 2001 SUB-TEAM
15 MEETING CONFERENCE CALL?

16

17 A. The conference call was held on January 18, 2001, and the minutes and
18 updated change request from that call are included together as Exhibit
19 RMP-32. The tentative timeline for the implementation process was
20 discussed, and it reflected a target implementation date of December 31,
21 2001. BellSouth said it was working to improve upon that date – as well
22 as other interim dates – and anticipated being able to confirm a new
23 implementation date within two weeks of the conference call. On
24 February 1, 2001, the CLECs were notified via the CCP notification
25 process that the target implementation date had been improved to the

1 summer 2001 timeframe, and that a firm date and implementation timeline
2 would be forthcoming during February.

3

4 BellSouth is reviewing the User Requirements for accuracy and
5 completeness, and a joint review of the Requirements with the CLECs will
6 be held in February 2001. The User Requirements document is included
7 as Exhibit RMP-33. BellSouth is also developing a data map for the
8 parsed fields, and that will also be shared with the CLECs in February.

9

10 I would note that while the time frames mentioned throughout this
11 discussion of parsing might seem lengthy, it is the CLECs that prioritize
12 the changes that are addressed and implemented. The time frames that
13 have resulted are the consequence of the CLECs themselves placing
14 more important or critical changes ahead of the change request for
15 parsing, particularly with regard to the OSS99 release where other
16 changes were made.

17

18 Q. EXPLAIN HOW THE CLECS CAN PARSE THE CSR VIA TAG.

19

20 A. The TAG pre-ordering interface can be integrated with the TAG ordering
21 interface or the Electronic Data Interexchange ("EDI") ordering interface.
22 The CSR data that is delivered to the CLEC via TAG can be further
23 parsed by the CLEC to exactly the level needed on an order, just as
24 BellSouth parses CSRs in its own retail operations.

25

1 Q IF THE CLEC INTEGRATES THE TAG PRE-ORDERING INTERFACE
2 WITH ITS TAG OR EDI ORDERING INTERFACE AND WITH ITS OSS,
3 WILL THE CSR INFORMATION OBTAINED VIA TAG "FLOW INTO" ITS
4 OWN OSS?

5
6 A. Yes, that is the purpose of integratable, machine-to-machine interfaces.
7 CLECs, such as AT&T, can integrate the TAG pre-ordering interface with
8 the TAG ordering interface or the EDI ordering interface. CLECs can
9 integrate these interfaces with their own internal OSS. Integration allows
10 the CLECs the ability to manipulate the data obtained via the TAG pre-
11 ordering interface. This includes the ability to further parse the CSR. The
12 data can be manipulated so that it will "flow into" a CLEC's OSS.

13
14 Q. DOES AT&T NEED A PARSED CSR TO INTEGRATE ITS OWN
15 SYSTEMS WITH BELLSOUTH'S?

16
17 A. No. As I explained previously, BellSouth provides CLECs the ability to
18 parse information on the CSR, using the integratable machine-to-machine
19 TAG pre-ordering interface. The TAG gateway transmits the CSR
20 information as a stream of data, which a CLEC can parse to the same line
21 level using the same unique section identifiers and delimiters that
22 BellSouth does for itself. Furthermore, BellSouth does provide "sub-line"
23 parsing of the end user's address during the address validation process in
24 TAG. Thus, TAG allows CLECs to parse CSRs in the same way that
25 BellSouth Retail systems parse CSRs, and AT&T needs nothing further.

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Sub-part (b) Electronic Ordering of All Services and Elements

Q. BEFORE ADDRESSING SUB-PART B, WILL YOU PROVIDE A
DEFINITION OF THE MANUAL SUBMISSION AND ELECTRONIC
SUBMISSION WITH SUBSEQUENT MANUAL HANDLING METHODS
OF SUBMITTING LSRS?

A. Yes. Manual submission refers to the manual or non-electronic
submission of LSRS. Manual submission of LSRS can be accomplished
by facsimile. The manual submission is a result of the fact that the
services ordered require substantial manual handling and cannot be
submitted electronically. Alternatively, some CLECs may simply choose
not to utilize BellSouth's electronic interfaces, even though the request
may be submitted electronically.

Electronic processing with subsequent manual handling means the LSRS
may be submitted electronically by the CLEC but the requested service
orders are designed to "fall out" for manual handling by the LCSC. This
"fall out" results from the fact that the requested services are complex or
for other specified reasons, such as a request to expedite the order. After
these LSRS are transmitted to BellSouth via the electronic interface, they
are handled as if they were faxed, couriered or mailed to the LCSC. I will
discuss each method of submission in detail later in my responses to sub-
parts (b) and (c).

1 Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF AT&T'S POSITION ON
2 SUB-PART B OF THIS ISSUE?

3

4 A. As BellSouth understands AT&T's position, AT&T is asking that BellSouth
5 provide it the ability to submit "all" LSRs electronically.

6

7 Q. WHAT IS BELLSOUTH'S POSITION ON SUB-PART B OF THIS ISSUE?

8

9 A. BellSouth's position is that nondiscriminatory access does not require that
10 all LSRs be submitted electronically and involve no manual processes.
11 BellSouth's own retail processes often involve manual processes, as I will
12 describe below, and therefore there is no requirement that every LSR has
13 to be submitted electronically in order to provide nondiscriminatory
14 access.

15

16 However, before I discuss this issue any further, I want to state again that
17 all change requests for BellSouth's electronic and manual interfaces
18 should be submitted via the CCP. OSS issues subject to the CCP are not
19 appropriate for this arbitration. These issues must be dealt with by
20 BellSouth and all of the CLECs participating in the CCP, not just by AT&T
21 and BellSouth in an arbitration such as this one.

22

23 Q. BY THE WAY, HAS A CHANGE REQUEST BEEN SUBMITTED VIA THE
24 CCP FOR THIS ELECTRONIC SUBMISSION OF ALL LSRS?

25

1 A. To BellSouth's knowledge, no such a change request has been submitted
2 to the CCP.

3

4 Q. CAN YOU ELABORATE ON YOUR EARLIER REMARK THAT
5 NONDISCRIMINATORY ACCESS DOES NOT REQUIRE THAT ALL
6 LSRS BE SUBMITTED ELECTRONICALLY?

7

8 A. Yes. As I stated in my position, nondiscriminatory access does not require
9 that all LSRS be submitted electronically. Many of BellSouth's retail
10 services, primarily complex services, involve substantial manual handling
11 by BellSouth account teams for BellSouth's own retail customers.
12 Nondiscriminatory access to certain functions for CLECs legitimately may
13 involve manual processes for these same functions. Therefore, these
14 processes are in compliance with the Act and the FCC's rules.

15

16 Q. PLEASE DESCRIBE HOW BELL SOUTH'S COMPLEX SERVICE
17 REQUESTS ARE MANUALLY HANDLED FOR BELL SOUTH AND
18 CLECS.

19

20 A. There are two types of complex services: "Non-designed" and "Designed."
21 A "Non-designed" service is a class of service with a Universal Service
22 Order Code ("USOC") that does not require special provisioning and is
23 served by one central office or wire center. A "Designed" service involves
24 special engineering and provisioning.

25

1 An example of a "Designed" complex service for which retail handling is
2 not fully mechanized is Multiserv® service. This is a complex service
3 available to both BellSouth's retail customers and to resellers. In the case
4 of MultiServ®, the pre-ordering processes are largely manual. These
5 manual pre-ordering processes are substantially the same for both retail
6 and CLEC orders. Orders for retail services are handled primarily by the
7 appropriate business unit for retail services -- BellSouth Business Systems
8 ("BBS") account teams. Orders for CLEC services are handled by the
9 appropriate business unit for CLEC services -- CLEC account teams that
10 are part of Interconnection Services ("ICS"). The ICS account team's
11 handling of complex services for CLECs is substantially the same as
12 BBS's account team handling of complex services for BellSouth's retail
13 customers; they both use substantially the same processes as described
14 below.

15
16 Attached to my testimony is Exhibit RMP-34, which depicts the flow of the
17 process for ordering MultiServ® service by CLECs and Exhibit RMP-35,
18 which depicts the flow of the process for ordering MultiServ® by
19 BellSouth's retail unit. To perform the pre-ordering activity for complex
20 services, which is known as a "service inquiry", a systems designer on the
21 appropriate BBS or ICS account team fills out an extensive paper form
22 and then provides that form to a project manager for further manual
23 activities. On approval of either the retail customer or the CLEC, as
24 appropriate, the paper service inquiry is re-initiated as a firm order, which
25 also is an extensive paper form with subsequent manual distribution. In

1 both the retail and the resale cases, the Firm Order Package is manually
2 handed off to the service center, where paper service order worksheets
3 are created to assist in initiating service orders in the ordering system. At
4 that point, orders are typed into the appropriate order systems – ROS for
5 the BellSouth Retail order and DOE for the CLEC order. The order entry
6 is handled in substantially the same manner for both the retail and the
7 resale situations, and thus, does not result in a different customer
8 “experience” in either case. The person who enters the complex order in
9 BellSouth's systems never has any contact with the end-user customer,
10 whether the customer belongs to a CLEC or BellSouth. After the service
11 order is input, the account team and project manager are notified by e-
12 mail of the service order numbers and due dates. The account team
13 manually reviews the service order for accuracy and follows up as
14 necessary. These processes, with their substantial reliance on manual
15 handling and paper forms, are common to both retail and CLEC orders.
16 Thus, BellSouth provides to CLECs the ability to order complex services in
17 substantially the same time and manner as it provides to its retail
18 customers.

19

20 Q. PLEASE DESCRIBE THE EDITING AND FORMATTING FUNCTIONS
21 CONTAINED IN THE SERVICE ORDER INTERFACES USED BY
22 BELL SOUTH'S CONSUMER SERVICES RETAIL UNIT.

23

24 A. RNS is the primary interface used by BellSouth's Consumer Services
25 retail unit. The presentation layer of RNS interfaces with the process layer

1 and several databases to create service requests. Two of the databases,
2 with which the presentation layer of RNS interfaces, are the Service Order
3 Language Analysis Routine ("SOLAR") and the FID USOC Editing Library
4 ("FUEL"). FUEL contains rules associated with service request generation
5 and a table for the translations of USOCs and FIDs to English. Those
6 rules include a copy of the Service Order Edit Routine ("SOER") service
7 order edits applicable to orders issued through RNS and mirror edits
8 applied within the Service Order Communications System ("SOCS").
9 SOLAR uses these rules in FUEL to construct and generate service
10 request with minimal errors.

11

12 Q. CAN AT&T AND OTHER CLECS PROVIDE THESE SAME EDITING AND
13 FORMATTING FUNCTIONS FOR THEIR INTERFACE OF CHOICE?

14

15 A. Yes. AT&T can build the same editing and formatting functions on its side
16 of the interface using information supplied by BellSouth. BellSouth
17 business rules for pre-ordering are contained in the BellSouth Pre-Order
18 Business Rules, the BellSouth Pre-Order Business Rules Appendix, and
19 the BellSouth Pre-Order Business Rules Data Dictionary. BellSouth's
20 business rules for placing electronic and manual LSRs are contained in
21 the BellSouth Business Rules for Local Ordering document. The business
22 rules for the SOER edits are contained in these guides on the BellSouth
23 Interconnection website:

24 (<http://www.interconnection.bellsouth.com/guides/guides-p.html>).

25

1 A CLEC such as AT&T can use this information to program the electronic
2 interfaces on their side of the gateway to perform the exact same
3 functionality performed by SOLAR/FUEL to ensure LSR submissions with
4 minimal errors. The availability of the information to the CLEC also gives
5 the CLEC the ability to customize their application for those SOER edits
6 that are unique to the services being ordered based on their business
7 plan. For those not desiring to make such an investment, most all of the
8 SOER edits are applied in LESOG. If an LSR does not "pass" LESOG's
9 checks, the LSR will be sent back instantly electronically to the CLEC for
10 clarification ("auto-clarified") for the most common CLEC-caused errors.
11

12 **Sub-part (c) Electronic Processing after Electronic Ordering without**

13 **Subsequent Manual Processing by BellSouth Personnel**

14 Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF AT&T'S POSITION ON
15 SUB-PART C?
16

17 A. As I understand this issue, AT&T is requesting that all complete and
18 correct LSRs submitted electronically flow through BellSouth systems
19 without manual intervention.
20

21 Q. WHAT IS BELLSOUTH'S POSITION ON SUB-PART C?
22

23 A. Nondiscriminatory access does not require that all LSRs be submitted
24 electronically and flow through BellSouth's systems without manual
25 intervention.

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Q. WHAT IS FLOW-THROUGH?

A. Flow-through for a CLEC LSR occurs when the complete and correct electronically-submitted LSR is sent via one of the CLEC ordering interfaces (EDI, TAG, or LENS), flows through the mechanical edit-checking and LESOG system, is mechanically transformed into a service order by LESOG, and is accepted by the SOCS without any human intervention.

Q. HAS ANY CLEC SUBMITTED A CHANGE REQUEST REGARDING THIS ISSUE TO THE CCP?

A. No. To BellSouth's knowledge, no such change request has been submitted to the CCP. As I have discussed previously, BellSouth's position is OSS issues subject to the CCP are not appropriate for this arbitration. AT&T is attempting to avoid the CCP. All requests for enhancements to BellSouth's electronic and manual interfaces should be submitted via the CCP.

Q. IS IT FEASIBLE FOR LSRS FOR ALL COMPLEX SERVICES TO BE SUBMITTED ELECTRONICALLY AND FLOW THROUGH THE BELL SOUTH SYSTEMS?

1 A. No. As I discussed in sub-part (B), many of BellSouth's retail services,
2 primarily complex services, involve substantial manual handling by
3 BellSouth account teams for BellSouth's own retail customers. The orders
4 at issue here are those that the CLEC may submit electronically, but fall
5 out by design. In most cases these orders are complex orders. For
6 certain orders, BellSouth has, for the ease of the CLEC, allowed them to
7 be submitted electronically even though such orders are then manually
8 processed by BellSouth. The specialized and complicated nature of
9 complex services, together with their relatively low volume of orders as
10 compared to basic exchange services, renders them less suitable for
11 mechanization, whether for retail or resale applications. Complex variable
12 processes are difficult to mechanize, and BellSouth has concluded that
13 mechanizing many lower-volume complex retail services would be
14 imprudent for its own retail operations, in that the benefits of
15 mechanization would not justify the cost. Because the same manual
16 processes are in place for both CLEC and BellSouth retail orders, the
17 processes are competitively neutral, which is exactly what both the Act
18 and the FCC require.

19
20 Q. WHAT ARE THE REASONS THAT ELECTRONICALLY SUBMITTED
21 ORDERS FALL OUT FOR MANUAL HANDLING?

22
23 A. There are two main reasons that electronically submitted orders fall out for
24 manual handling. The first reason is that the Local Exchange Service
25 Order Generator ("LESOG") has not been programmed to handle requests

1 for certain types of products and services, typically complex services.
2 Another example might be the inability to justify the economics of
3 programming for some types of low ordering volume products and
4 services.

5
6 The second reason for fallout concerns unique circumstances related to
7 the LSR. Requests with pricing plans specific to the CLEC, requests
8 which have other related requests being processed, and subsequent
9 requests on an account prior to the new telephone number being posted
10 to the billing system are all examples of LSRs that are subject to fallout
11 due to unique circumstances.

12
13 Q. DOES THE FCC REQUIRE THAT ALL LSRs BE SUBMITTED
14 ELECTRONICALLY WITHOUT MANUAL INTERVENTION?

15
16 A. No. Nondiscriminatory access does not require that all LSRs be submitted
17 electronically, and, further, the FCC doesn't require that all electronically
18 submitted LSRs have to flow through without manual intervention. In its
19 approval of in-region interLATA services for both Southwestern Bell
20 Telephone Company for Texas (paragraph 180) and Bell Atlantic for New
21 York (footnote 488), the FCC recognized that some services could
22 properly be designed to fall out for manual processing.

23
24 Q. PLEASE SUMMARIZE YOUR CONCLUSIONS FOR ISSUE 23.

25

1 A. I will summarize Issue 23 as follows:

2 1) Issue 23 is not appropriate for this arbitration.

3 2) A Change Request is pending in the CCP for a subparsed CSR.

4 This is an active element before the CCP and will be resolved
5 there.

6 3) Nondiscriminatory access does not require that all LSRs be
7 submitted electronically. Some of BellSouth's services, primarily
8 complex services, require manual handling.

9 4) BellSouth is providing nondiscriminatory access for CLECs to its
10 OSS functions. Nondiscriminatory access does not require that all
11 LSRs be submitted electronically *and* flow through BellSouth's
12 systems without manual intervention.

13

14

15 ***Issue 24: Should BellSouth provide AT&T with the ability to access, via***
16 ***EBI/ECTA, the full functionality available to BellSouth from TAFI and***
17 ***WFA?***

18

19 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF AT&T'S POSITION ON
20 THIS ISSUE?

21

22 A. AT&T states that it wants BellSouth to make the Trouble Analysis and
23 Facilitation Interface ("TAFI") functionality available in the industry
24 standard Electronic Communications Trouble Administration ("ECTA")
25 Gateway interface. What I believe AT&T really wants is an integratable

1 interface with all of the functionality currently available in TAFI. In other
2 words, AT&T wants its representatives to be able to input a trouble report,
3 receive the trouble screening and status and at the same time have the
4 trouble information populate AT&T's internal backend OSS systems. In
5 actuality, AT&T wants an entirely new non-industry standard machine-to-
6 machine maintenance and repair interface. TAFI is a human-to-machine
7 interface, while ECTA is a machine-to-machine interface.

8

9 Q. WHAT IS BELLSOUTH'S POSITION?

10

11 A. BellSouth currently provides CLECs with nondiscriminatory access to its
12 maintenance and repair OSS functions through the TAFI and the ECTA
13 Gateway, and therefore meets its obligations under the Act and the FCC
14 Rules.

15

16 Q. PLEASE DESCRIBE HOW THESE INTERFACES PROVIDE
17 NONDISCRIMINATORY ACCESS.

18

19 A. The following chart demonstrates that CLECs have the same access to
20 BellSouth's maintenance and repair OSS that BellSouth has for itself.

BellSouth Retail Interfaces	Repair & Maintenance Functions	Interfaces offered to CLECs
Residential TAFI Business TAFI	Full repair & maintenance functionality for telephone number-based (non-designed circuit) services	CLEC TAFI
	Industry standard functionality for telephone number-based (non-designed circuit) services (T1/M1 local)	ECTA Local*
WFA-C	Repair & maintenance functionality for designed circuit services (access to WFA system)	ECTA Local*

*BellSouth offers the EC-CPM human-to-machine interface to CLECs that do not wish to build a machine-to-machine interface.

Q. IN ITS RECENT ORDER APPROVING BELL ATLANTIC NEW YORK'S APPLICATION FOR LONG DISTANCE, WHAT DID THE FCC DETERMINE REGARDING BELL ATLANTIC'S MAINTENANCE AND REPAIR INTERFACE?

A. In paragraph 215 of its Memorandum Opinion and Order CC Docket No. 99-295 released on December 22, 1999 ("Bell Atlantic Order"), the FCC stated that it specifically disagreed with "AT&T's assertion that Bell Atlantic must demonstrate that it provides an integratable, application-to-application interface for maintenance and repair." The FCC further found that, although it did not offer a machine-to-machine maintenance and repair interface when it filed, "Bell Atlantic satisfie[d] its checklist obligation by demonstrating that it offers competitors substantially the same means

1 of accessing maintenance and repair functions as Bell Atlantic's retail
2 operations." Bell Atlantic accomplished this by providing CLECs with a
3 Web-based GUI. BellSouth accomplishes this by providing TAFI and
4 ECTA to CLECs. As shown above and described below, BellSouth
5 provides CLECs with electronic access to its maintenance and repair OSS
6 in a manner that far exceeds what is provided by the Web-based graphical
7 user interface ("GUI") that Bell Atlantic had in place when it was approved
8 by the FCC.

9

10 Q. PLEASE DESCRIBE THE ECTA INTERFACE.

11

12 A. ECTA uses the T1/M1 national standard for local exchange trouble
13 reporting and notification. This machine-to-machine interface provides
14 access to BellSouth's maintenance OSS supporting both telephone-
15 number and circuit-identified services - i.e., designed and non-designed
16 services. It supports both resold services and UNEs. Following the
17 industry standard for local exchange trouble reporting and notification, the
18 following functions are available to users of ECTA:

- 19 • the ability to enter a report;
- 20 • the ability to modify a report;
- 21 • the ability to obtain status information during the life of the
- 22 report; and
- 23 • the ability to cancel a report.

24

25 Q. PLEASE DESCRIBE BRIEFLY THE STANDARDS USED FOR ECTA.

1

2 A. ECTA is built on the ANSI standards T1.227, T1.228 and T1.262. These
3 standards were defined by the Electronic Communications Implementation
4 Committee ("ECIC"), a subcommittee of the Alliance for
5 Telecommunications Solutions ("ATIS") – the primary body addressing
6 industry standards and guidelines in these areas, for the exchange of
7 maintenance and repair data. The ANSI standards upon which ECTA is
8 built do not support gathering all of the various data elements requested
9 by AT&T nor do they support the real time interactive human-to-machine
10 interface necessary to deliver true "TAFI" functionality.

11

12 Q. IS AT&T A CURRENT USER OF ECTA?

13

14 A. No. AT&T Local (the CLEC) initiated production utilization of the
15 BellSouth ECTA interface on March 18, 1998. On April 9, 1998 AT&T
16 Local terminated the use of this interface. Furthermore, AT&T has
17 declined to participate in the Florida OSS Third Party Testing for ECTA.

18

19 Q. PLEASE DESCRIBE THE TAFI INTERFACE.

20

21 A. CLEC TAFI is a user-friendly, real time human-to-machine repair and
22 maintenance interface that often enables trouble reports for non-designed
23 services to be cleared by the repair attendant handling the initial customer
24 contact, frequently with the customer still on the line. Since the CLEC
25 TAFI interface was introduced to CLECs in March 1997, CLEC TAFI has

1 had exactly the same functionality as the TAFI residential interface or the
2 TAFI business interface used by BellSouth. All upgrades to the two
3 BellSouth TAFI interfaces and CLEC TAFI interface have occurred in
4 parallel.

5
6 CLEC TAFI combines functionality for both residential and business
7 services, while BellSouth must use separate TAFI interfaces for its
8 residential and business retail units. TAFI was designed by BellSouth to
9 improve customer service by mechanically performing the traditional
10 screening function, and in many cases actually resolving the reported
11 trouble condition, while the customer remained on the line. This is possible
12 because TAFI correctly screens 80% of the reports for non-designed
13 services while the customer is on the line.

14
15 Q. WHAT ARE THE MAIN DIFFERENCES BETWEEN TAFI AND ECTA, AS
16 EACH PRESENTLY EXISTS?

17
18 A. The first difference, as previously discussed, is TAFI is a human-to-
19 machine interface and as such is not integratable, as opposed to the
20 machine-to-machine ECTA. While TAFI is a human-to-machine interface,
21 TAFI is the front-end system to the Loop Maintenance Operations System
22 ("LMOS"). LMOS provides a mechanized means for maintaining customer
23 line records and for entering, processing and tracking trouble reports. In
24 addition, TAFI interfaces with various BellSouth back-end legacy systems
25 as part of gathering the relevant information for trouble screening and

1 provides a recommendation/resolution to the problem condition. As for
2 ECTA, the entered trouble ticket is mechanically routed to LMOS;
3 however, the automated trouble ticket screening functionality is not
4 provided. While it can be said that TAFI is integratable (interfaces) with
5 BellSouth's back-end legacy systems, TAFI is not integrated with
6 BellSouth's marketing and sales support systems, RNS and ROS. As the
7 front-end system to LMOS, TAFI provides access to information about the
8 trouble reports of CLECs' end users just as it does for BellSouth's end
9 users. BellSouth, therefore, provides TAFI to CLECs as it does for itself.
10 If a CLEC wishes to populate its own maintenance and repair databases
11 with trouble report and resolution information, they can use ECTA. As a
12 machine-to-machine interface, the CLEC can integrate ECTA with its
13 internal OSS.

14
15 The second difference deals with the functionality of the interfaces. TAFI
16 and ECTA both provide the functionality to enter a trouble report, modify
17 the trouble report, obtain status information during the life of the trouble
18 report, and cancel the report for non-designed services. ECTA, however,
19 provides this functionality for both designed and non-designed services
20 whereas TAFI's functionality is limited only to non-designed services.
21 Additionally, for non-designed services, TAFI has the intelligence to
22 execute the appropriate test for that telephone number or retrieve the
23 relevant data to help analyze the problem reported. For example, if a
24 customer were to report that the customer's call forwarding feature was
25 not working, the TAFI system would check the customer's records to see if

1 the line should be equipped with the call forwarding feature. If verified that
2 the line should be equipped, TAFI would then electronically verify whether
3 the feature has been programmed in the switch serving that customer's
4 line. Once the TAFI analysis of the trouble is complete, TAFI provides a
5 recommendation of what is needed to correct the problem and in some
6 cases implements the corrective action. ECTA does not provide this "on-
7 line" resolution capability.

8

9 The final difference deals with industry standards. As previously
10 discussed ECTA is built on the ANSI standards T1.227, T1.228 and
11 T1.262. TAFI is not a standards-based interface. This is important as it
12 relates to AT&T's issue. If TAFI functionality were built into ECTA, then
13 ECTA would no longer be a standards-based interface. In addition, it
14 would add considerable costs that would be borne by all CLECs although
15 AT&T is the only CLEC that has expressed interest for such.

16

17 Q. DID THE FCC ADDRESS THE INTEGRATION OF THE MAINTENANCE
18 AND REPAIR INTERFACES IN ITS MEMORANDUM OPINION AND
19 ORDER CC DOCKET NO 00-65 RELEASED ON JUNE 30, 2000 ("SWBT
20 ORDER")?

21

22 A. Yes. The FCC, in paragraph 203 of its SWBT order, concluded "that
23 SWBT offers maintenance and repair interfaces and systems that enable
24 a requesting carrier to access all the same functions that are available to
25 SWBT's retail representatives." "Both the [applicable to applications

1 Electronic Bonding Trouble Administrative interface] EBTA and [Graphical
2 User Interface Toolbar Trouble Administration interface] Toolbar interfaces
3 flow directly into SWBT's back-end OSS systems and enable competing
4 carriers to perform the same functions, in the same manner, that SWBT's
5 retail operations perform."

6

7 In footnote 565 of the SWBT order, the FCC further "determined that a
8 BOC is not required, for the purpose of satisfying checklist item 2, to
9 implement an application-to-application interface for maintenance and
10 repair functions – provided it demonstrates that it provides equivalent
11 access to its maintenance and repair functions in another manner."

12

13 Q. HAS AT&T BROUGHT THIS ISSUE UP BEFORE?

14

15 A. Yes. BellSouth has repeatedly reminded AT&T that ECTA is built
16 according to industry standards, which were required by AT&T's original
17 Interconnection Agreement. If AT&T requires additional ECTA
18 functionality, ECIC must develop the appropriate standard methodology
19 prior to BellSouth's consideration.

20

21 BellSouth representatives have informed AT&T on numerous occasions
22 that BellSouth could develop a non-industry standard integrated gateway
23 interface that would provide the various data elements and processing
24 logic that would emulate TAFI functionality. Development of such a new
25 non-industry standard machine-to-machine interface would require a

1 BonaFide Request ("BFR") from AT&T and AT&T would have to pay for
2 this development in advance. Submission of a BFR is the process used
3 for providing customer products and/or services. The BFR process is
4 outside the scope of the CCP. To date, BellSouth has not received a BFR
5 from AT&T requesting this type of interface nor has AT&T
6 introduced/negotiated this as part of its new Interconnection Agreement
7 with BellSouth.

8

9 Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING ISSUE 24.

10

11 A. BellSouth provides appropriate nondiscriminatory access to TAFI and
12 ECTA and is not required to provide any additional functionality.

13

14 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

15

16 A. Yes.

Transmittal Cover Sheet for Pate Exhibit RMP-1

This sheet transmits the

Glossary of Terms

which consists of 3 pages.

Glossary of Terms

API - Application Programming Interface.

ATIS – Alliance for Telecommunications Industry Solutions.

BCCM – BellSouth Change Control Manager.

BFR – BonaFide Request.

BOC – Bell Operating Company.

CCCM – CLP's Change Control Manager.

CCP – Change Control Process.

CLP – Competing Local Provider.

CORBA – Common Object Request Broker Architecture.

CSOTS – CLEC Service Order Tracking System.

CSR – Customer Service Record.

DOE – Direct Order Entry.

EC-CPM – Exchange Carrier-Common Presentation Manager.

ECS – Electronic Communications Support group.

ECIC – Electronic Communications Implementation Committee.

ECTA - Electronic Communications Trouble Administration.

EDI – Electronic Data Interchange.

EICCP - Electronic Interface Change Control Process.

FCC – Federal Communication Commission.

FID – Field Identifier.

FUEL – FID USOC Editing Library.

GUI - Graphical User Interface.

ICS – Interconnection Services.

LAN – Local Area Network

LCSC – Local Carrier Service Center.

LENS – Local Exchange Navigation System.

LEO – Local Exchange Ordering system.

LESOG – Local Exchange Service Order Generator.

LPIC – Local Presubscribed Interexchange Carrier.

LSOG – Local Service Ordering Guidelines.

LNP – Local Number Portability.

LSR – Local Service Request.

OBF – Ordering and Billing Forum.

OCN – Operating Company Name.

OS/DA – Operator Service / Directory Assistance.

OSS – Operations Support Systems.

PF – Pending Facilities.

PIC – Presubscribed Interexchange Carrier.

PON – Purchase Order Number.

POTS – Plain Old Telephone Service.

RNS – Regional Negotiation System.

ROS – Regional Ordering System.

SOCS – Service Order Communications System.

SOER – Service Order Edit Routine.

SOLAR – Service Order Language Analysis Routine.

TAFI – Trouble Analysis and Facilitation Interface.

TAG – Telecommunications Access Gateway.

TCIF - Telecommunications Industry Forum.

UNE – Unbundled Network Element.

USOC – Universal Service Order Code.

WFA – Work Force Administration.

Transmittal Cover Sheet for Pate Exhibit RMP-2

This sheet transmits the

Draft Contract Language for 3 Options for OS/DA

which consists of 7 pages.

DRAFT

Proposed Contract Language addition for AT&T:

- 3.20 Procedures for Selective Carrier Routing.
 - 3.20.1 In order for BellSouth to provide unbranded BellSouth Operator Services (Operator Assistance and Directory Assistance), two options may be elected by AT&T; (1) Selective Carrier Routing using the BellSouth Advanced Intelligence Network (AIN) platform; or (2) Selective Carrier Routing using a Line Class Code platform.
 - 3.20.2 Selective Carrier Routing using a Line Class Code platform routes AT&T's end user traffic to a Trunk Group by uniquely identifying AT&T's end users in BellSouth's central office and routing those calls to an Unbranded (?) Trunk Group installed by BellSouth. (BellSouth shall program the Line Class Codes requested by AT&T in the central offices identified by AT&T. The Line Class Codes shall uniquely identify the call blocking restrictions and classes of service AT&T to offers its end users. In addition to the end user attributes that Line Class Codes identify, line class codes are used to further the BellSouth central office from which AT&T offers end users service. If AT&T utilizes NPAs or NXXs associated with other BellSouth rate centers to provide end user service from a particular central office, additional line class codes are required to appropriately identify and route AT&T's end users.
 - 3.20.3 Line Class Codes are ordered through AT&T's Account Team. AT&T shall submit a written request identifying the BellSouth central offices where it would like to offer service; end user call blocking restrictions and classes of services to be offered by the CLEC; and a forecast of call volumes for each central office. BellSouth will verify the Line Class Code capacity for the central offices identified by the AT&T. Within two weeks of receiving the request from AT&T, the BellSouth Account Team will provide AT&T with a response regarding whether the Line Class Code request can be satisfied.
 - 3.20.4 If line class code capacity exists within the central offices identified by the AT&T, the BellSouth Account Team will order the required Unbranded (?)Trunk Group for each TOPS Tandem. The interval for the provision of the trunk groups shall be approximately 45 calendar days from the receipt of the completed form for each TOPS Tandem, the number of trunk groups needed (based on forecast information from AT&T) may affect the timeframe. A separate trunk group is required for Operator Assistance and Directory Assistance. The trunk groups must be installed prior to the programming of the line class codes in each central office. The

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Account Team must also submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator. The Account Team may need to request additional information from AT&T to complete these documents. Once the Line Class Code Administrator receives the completed forms, the Provisioning group will build the requested line class codes.

- 3.20.4 The line class codes may be built simultaneously with the installation of the Unbranded Trunk groups. Once the Unbranded trunk groups have been installed and the line class codes have been built, the Translations Group will translate the line class codes and point them to the appropriate trunk group for all central offices served by each TOPS Tandem. The process takes approximately 45 calendar days. Testing will be done once all of the Unbranded Trunk Groups have been installed. The testing interval is approximately 15 days.
- 3.20.5 The rates for Line Class Codes are listed in Exhibit A of this Attachment. These charges are non-recurring costs to build and program the line class codes in the central office for each serving TOPS Tandem
- 3.20.6 Electronic ordering of Line Class Codes will be negotiated between the parties once the Line Class Codes are established.

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Proposed Contract Language addition for AT&T:

- 3.21 Procedures for Selective Carrier Routing.
 - 3.21.1 In order for BellSouth to provide Branded BellSouth Operator Services (Operator Assistance and Directory Assistance), two options may be elected by AT&T; (1) Selective Carrier Routing using the BellSouth Advanced Intelligence Network (AIN) platform; or (2) Selective Carrier Routing using a Line Class Code platform.
 - 3.21.2 Selective Carrier Routing using a Line Class Code platform routes AT&T's end user traffic, where BellSouth is providing the local switching, to a Trunk Group by uniquely identifying such end users in BellSouth's central office and routing those calls to a Custom Branded Trunk Group. Custom Branding requires AT&T to order dedicated trunks from the desired BellSouth end office to the BellSouth TOPS tandem (switch). The AT&T end user will be routed to the Custom Branded Trunk Group based on the line class code for its end user that is currently handled by the Selective Carrier Routing using line class codes. BellSouth shall program the Line Class Codes requested by AT&T in the central offices identified by AT&T. The Line Class Codes shall uniquely identify the call blocking restrictions and classes of service AT&T offers its end users. In addition to the end user attributes that Line Class Codes identify, line class codes are used to further identify the BellSouth central office from which AT&T offers end users service. If AT&T utilizes NPAs or NXXs associated with other BellSouth rate centers to provide end user service from a particular central office, additional line class codes are required to appropriately identify and route AT&T's end users.
 - 3.21.3 Line Class Codes are ordered through AT&T's Account Team. AT&T shall submit a written request identifying the BellSouth central offices where it would like to offer service; end user call blocking restrictions and classes of services to be offered by the CLEC; and a forecast of call volumes for each central office. BellSouth will verify the Line Class Code capacity for the central offices identified by the AT&T. Within two weeks of receiving the request from AT&T, the BellSouth Account Team will provide AT&T with a response regarding whether the Line Class Code request can be satisfied.
 - 3.20.4 If line class code capacity exists within the central offices identified by AT&T, AT&T will order the required dedicated trunks for the Custom Branded Trunk Group for each TOPS Tandem. A separate trunk group is required for Operator Assistance and Directory

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Assistance. The trunk groups must be installed prior to the programming of the line class codes in each central office. The Account Team must also submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator. The AT&T Account Team may need to request additional information from AT&T to complete these documents. The interval for this process is 30 days for up to 20 line class codes per end office, and the Account Team working with AT&T to determine with AT&T how they want the end offices implemented. If there is more than one end office, there may be a Project Manager assigned to ensure timely and accurate implementation. Additionally, AT&T will also complete the CLEC Branding Questionnaire and shall fax the Questionnaire to the fax number identified on the questionnaire.

- 3.21.4 The rates for Line Class Codes are as set forth in Exhibit A of this Attachment. These charges include non-recurring charges to build and program the line class codes in each central office for each serving TOPS Tandem
- 3.21.5 Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1, and certain PBX services.
- 3.21.6 Electronic ordering of Line Class Codes will be negotiated between the parties once the Line Class Codes are established.

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Proposed Contract Language addition for AT&T:

- 3.20 Procedures for Selective Carrier Routing.
- 3.20.1 In order for BellSouth to provide branded or unbranded BellSouth Operator Services (Operator Assistance and Directory Assistance), two options may be elected by AT&T; (1) Selective Carrier Routing using the BellSouth Advanced Intelligence Network (AIN) platform; or (2) Selective Carrier Routing using a Line Class Code platform. Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1, and certain PBX services.
- 3.20.2 Where BellSouth is providing branded BellSouth Operator Services through selective carrier routing using a line class code platform and where BellSouth is providing the local switching, AT&T's end user traffic is routed to a dedicated trunk group by uniquely identifying by line class codes such end users in BellSouth's central office. AT&T shall order the dedicated trunks from the desired BellSouth end office to the BellSouth TOPS tandem (switch).
- 3.20.2 Where BellSouth is providing unbranded BellSouth Operator Services through selective carrier routing using a line class code platform, AT&T's end user traffic is routed to a trunk group installed by BellSouth.
- 3.20.3 Where AT&T is utilizing an Alternative Operator Services Provider through selective carrier routing using a line class code platform and where BellSouth is providing the local switching, AT&T's end user traffic is routed to a dedicated trunk group, which will be provisioned in accordance with BellSouth's and the Alternate Operator Service Provider's requirements, from the desired BellSouth End Offices to the Alternative Operator Services Point of Interface.
- 3.20.4 BellSouth shall program the Line Class Codes requested by AT&T in the central offices identified by AT&T. The line class codes shall uniquely identify each set of the call blocking restrictions and each class of service AT&T offers its end users. In addition to the end user attributes that line class codes identify, line class codes are used to further identify the BellSouth central office from which AT&T offers end users service. As such, if AT&T utilizes NPAs or NXXs associated with other BellSouth rate centers to provide end user service from a particular central office, additional line class codes are required to appropriately identify and route AT&T's end users.
- 3.20.5 Line Class Codes shall be ordered through AT&T's Account Team. AT&T shall submit a written request identifying the BellSouth central offices where it would like to offer end user service; each set of end user call blocking restrictions and each class of service to be offered by AT&T; and a forecast of call volumes for each central office. BellSouth will verify the Line Class Code capacity for the

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central offices identified by the AT&T. Within two weeks of receiving the request from AT&T, the BellSouth Account Team will provide AT&T with a response regarding whether the Line Class Code request can be satisfied.

- 3.20.6 If line class code capacity exists within the central offices identified by the AT&T, and AT&T has requested branded BellSouth Operator Services, AT&T will order the required dedicated trunks from the desired BellSouth end office to the BellSouth TOPs Tandem. A separate trunk group is required for Operator Assistance and Directory Assistance. The trunk groups must be installed prior to the programming of the line class codes in each central office. The Account Team shall submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator. The AT&T Account Team may need additional information from AT&T to complete these documents and AT&T shall provide such information in a timely manner. The interval for this process is 30 days for up to 20 line class codes per end office, and the Account Team work shall work with AT&T to determine in what order AT&T wants the end offices implemented. If there is more than one end office, there may be a Project Manager assigned to ensure timely and accurate implementation. Additionally, AT&T shall also complete the CLEC Branding Questionnaire and shall fax the Questionnaire to the fax number identified on the questionnaire.
- 3.20.7 If line class code capacity exists within the central offices identified by AT&T, BellSouth shall order the trunk groups utilized to carry the unbranded Operator Services traffic to each TOPs tandem. The interval for the installation of the trunk groups shall be approximately 45 calendar days from the receipt of the completed form for each TOPs tandem. The number of trunk groups required which shall be based upon a forecast of traffic volume received from AT&T may affect the provisioning interval and, if so, AT&T shall be notified. A separate trunk group shall be required for Operator Assistance and for Directory Assistance. Trunk groups must be installed prior to the programming of the line class codes in each central office. The Account Team shall also submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator. The Account Team may need additional information from AT&T to complete these documents and AT&T shall provide said information in a timely manner.
- 3.20.8 If line class code capacity exist within the central offices identified by AT&T, and AT&T has selected an Alternate Operator Services Provider, AT&T shall order the required dedicated Trunks from the desired BellSouth end offices to the Alternative Operator Services Provider Point of Interface. The trunk groups must be installed prior to the programming of the line class codes in each central office. The Account Team shall submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator.

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- 3.20.8 Where BellSouth is providing Unbranded Operator Services, the line class codes may be built simultaneously with the installation of the trunk groups. Once the trunk groups are installed and the line class codes built, BellSouth Translations will translate the line class codes and point said codes to the appropriate trunk groups. The process shall take approximately 45 calendar days. Testing shall be conducted after all work activities have been completed and shall take approximately 15 calendar days.
- 3.20.9 Where AT&T is using an Alternative Operator Services Provider, AT&T, at its option, order dedicated trunks between its Alternative Operator Services Provider's Point of Interface and the BellSouth Operator Services Platform. If AT&T elects to install said dedicated trunks, AT&T's Operators may provide verify busy line or line interruption services on numbers located in the BellSouth Switch at the rates set forth in Exhibit C.
- 3.20.9 The rates for Line Class Codes are set forth in Exhibit C of this Attachment. These charges include non-recurring charges to build and program the line class codes in each central office for each serving TOPs Tandem.
- 3.20.10 Electronic ordering of Line Class Codes will be negotiated between the parties once the Line Class Codes are established.

Transmittal Cover Sheet for Pate Exhibit RMP-3

This sheet transmits the
AT&T-Specific OS/DA User Requirements
which consists of 17 pages.

Transmittal Cover Sheet for Pate Exhibit RMP-3

This sheet transmits the
AT&T-Specific OS/DA User Requirements
which consists of 17 pages.

ENCORE USER REQUIREMENTS GENERATE SPECIFIED LCC IF MAN/AECN PRESENT AND OCN EQUALS AT&T

**FINAL
ENC8850.DOC
DOCUMENT VERSION 4.0
NOVEMBER 16, 2000**

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1. ADMINISTRATIVE INFORMATION

1.1. Originator/Requester/Release

<u>Originator's Name/Group:</u> Maggie Smith /OSP&M	<u>Requirement Writer assigned:</u> Jane Scott	<u>Date assigned:</u> 04/03/2000
<u>Requester Name:</u> Linda Tate	<u>Requester Department:</u> NS-CS	<u>Requester Contact #:</u> 404 927-7878
Approved for Release : 8.0		

1.2. Administrative/Contact Information

Contact Name	Department	Title	Contact Number
Jane Scott	NS	Requirements Writer	205 977-0331
Karen Lewis	NS-CS	Requirements Manager	404 927-7493
Judy Jones	IT-LESOG	Functional Analyst	205 977-0774

2. SCOPE

<i>User Requirement Source (check all that apply)</i>	PSC Mandate		CLEC Request	X
	Regulatory		Increase Productivity/Flow-through	
	Other (Specify)		System Stability and Performance	

The scope of this document is for the Service Order Generator to generate a specified Line Class Code (LCC) for service orders for AT&T only in the ATLNGAPP34A CLLI code and only for NPA 404 (not for NPA 678). This feature shall be applicable to REQTYP M. The Activity types involved are N, V, P, Q, and Activity C when adding a line and/or a CREX4 to an existing account. The chart for the specific Line Class Codes is included in both the Standards/References/Related Requests section and in the User Requirements. The intent of this document is to deliver Unbranded Directory Assistance UNE to AT&T.

2.1. Scope Signoff

Name	Title/Department	Date

3. STANDARDS / REFERENCES / RELATED REQUESTS

Title of Document/Source	Version or Issue #	Issue Date

List related work requests (parent/child) in this table.

CMVC #	Title (abstract) of CMVC Work Request
8850	Generate Specified LCC if MAN/AECN present; OCN=AT&T
12073	Modify BL ENC8850 to Change Acceptance Criteria
12179	Add Requirement to Replace BSBD and BSBOL

LCC to be added by Service Order Generator	OPTION	HUNT? (Y/N)	DESCRIPTION (CREX+ code on account specified by CLEC)
ATU	Unrestricted	N	None
AT4	4	N	CREX4
ARU	Unrestricted	Y	None
AR4	4	Y	CREX4

CDIA

Contents of the LCSC Collection

Search for CREX+ produced 6 hits.

- 2 UNE - ULS Port and Port / Loop Combo
- 2 CLEC Payphone Access Line Provisioning
- 1 ISDN-PRI / UNE Combination
- 1 LNP to Resale Migrations for Non-Complex Orders

ORBIT

Customized Code Restriction (CCR) is a service that provides a customer with options for restricting billable outgoing calls. It is a service that is available to basic exchange customers with individual line Residence and Business service, including Foreign Exchange, Foreign Central Office, Feature Group A (FGA) service, or PBX trunks.

Customers who have CCR and make outgoing calls to numbers disallowed by the CCR dialing plan will be routed to an appropriate fixed recorded

announcement which says "I'm sorry, your call cannot be completed as dialed."

4. CHANGE HISTORY

Document Version	Date Issued	Change	Author
0.1	04/28/00	Original Draft	Jane Scott
0.2	05/04/00	Add to Scope the REQTyps and Activity types applicable. Add information retrieved from CDIA and ORBIT which explains on which services CREX+ is valid. Add REQTyps and Activity types to UR8850.0001	Jane Scott/Karen Lewis
0.3	05/09/00	Add IBIR information in UR8850.0060 and UR8850.0070. Add acceptance criteria from Requirements Manager. Remove references to REQTyp B & C in scope and requirements.	Jane Scott/Karen Lewis
0.4	05/09/0	Add acceptance criteria to cover IBIR billing.	Jane Scott/Karen Lewis
0.5	05/11/00	Add 3 requirements per SME, UR8850.0080 and .0090 and .0011. Change wording on .0010. Add all REQTyps to .0060 and .0070.	Jane Scott/Karen Lewis
0.6	09/18/00	Revise entire document due to customer change to unbranded directory assistance. Change Scope as shown. Change assumption 5.1 to TCIF 9 only. Change LESOG FA to Judy Jones. Chg .0001 to show REQTyps E & M, change acttypes to remove acttyp A for TCIF 7. Remove reference to CREX2, 3 and 6. Add .0002 to show for ATLNGAPP334 wire center only, and NPA 404 only with 17 NXX's. Change .0011 chg CREX+ to CREX4. Remove .0020, .0040 and .0050 with this version no longer applicable to feature. Change .0060 to format the FID and data to IBIR UNBD for unbranded DA, and remove reqtypes E & F. On .0070 remove REQTyp F, change CLBOL to UNBOL Unbranded Operator call handling with LIDB. Remove .0080 and .0090.	Jane Scott/Karen Lewis
0.7	09/27/00	Revise Scope to remove REQTyp E, and remove ACTTyp T. Added applicable to TCIF 9 only in requirement .0001	Jane Scott/Karen Lewis
0.8	10/05/00	On .0011 add to requirement 'as ordered on the LSR'.	Judy Jones/Jane Scott
0.9	10/31/00	On .0001 add LNA N for C activity adding a line.	Judy Jones/Jane Scott

1.0	10/31/00	Final Document. Add last sentence: “These requirements are applicable only for AT&T CC 7680” to requirement UR8850.0001. Remove ACT Q per Karen from scope and requirement .0001 Add all new acceptance criteria.	Jane Scott/Karen Lewis/Judy Jones
2.0	11/09/00	Final Document. Replace RESH with MAN per SME. Change CC in Acceptance criteria to 7680. See CMVC12073 to modify.	Jane Scott/Karen Lewis
3.0	11/14/00	Final Document Remove ACTTYP W and add ACTTYP Q to scope and UR8850.0001 Changes handled by remarks entry to CMVC item 12073. 9.5 acceptance criteria change ATU to AT4.	Jane Scott/Karen Lewis
4.0	11/16/00	Incorporate CMVC12179 issued 11/14 into this document requirements .0060 and .0070. Final Document.	Jane Scott

5. ASSUMPTIONS

.

Number	Description
5.1	Changes for this Item 8850 will be incorporated into TCIF 9.

6. ISSUES

.

Issue #	Issue Description and Resolution	Issue Owner	Date Opened	Date Closed
N / A				

7. RISKS

N/A.

8. USER REQUIREMENTS

UR8850.0001	The Service Order Generator shall add to the Category D USOC on inward line activity, a Line Class Code (FID LCC) if the LSR has NO CREX+ USOC blocking code, or if the LSR HAS a CREX4 USOC (feature added). This shall be applicable to REQ TYP M. This shall be applicable to Activity types N, V, P, Q, and Activity type C when adding a line (LNA = N) and/or a CREX4 to an existing account. These requirements are applicable to TCIF 9 only. These requirements are only applicable to AT&T CC 7680 .
UR8850.0002	The Service Order Generator shall add the Line Class Code (FID LCC) only in the ATLNGAPP34A wire center for NPA 404 only (Not 678) for the following NXX's: 249, 251, 347, 498, 532, 541, 619, 685, 686, 712, 745, 810, 815, 817, 829, 853, 910.
UR8850.0010	The Service Order Generator shall add the Line Class Code (LCC) according to the chart below if the CLEC does not request the CREX4 feature, based on whether he has ordered hunting.
UR8850.0011	The Service Order Generator shall replace the CREX4 feature as ordered on the LSR with the line class code according to the chart below, based on the CLEC ordering CREX4 and according to whether the CLEC requests hunting.
UR8850.0020	Removed with version 0.6.
UR8850.0030	The Service Order Generator shall format the LCC Code according the following example: I1 1FB /TN 404 251-0000/LCC ATU The FID LCC (Line Class Code) is floated behind the Category D USOC.
UR8850.0040	Removed with version 0.6
UR8850.0050	Removed with version 0.6
UR8850.0060	The Service Order Generator shall format the FID and data IBIR UNBD (Unbranded Directory Assistance UNE) to REQ TYP M Service Orders to which it adds the Line Class Code. This FID and data will be placed in the BILL Section. The Service Order Generator shall not format the IBIR BSBD on orders that are applicable to this requirement.
UR8850.0070	The Service Order Generator shall also format the FID and data IBIR UNBOL (Unbranded Operator Call Handling with LIDB) on REQ TYP M Service Orders to which it adds the Line Class Code. The Service Order Generator shall not generate the IBIR BSBD for the service orders that this requirement addresses. This FID and data (IBIR UNBOL) will be placed in the BILL Section. In the Bill Section, both BIR FIDs shall appear: EXAMPLE: ---Bill IBIR UNBOL IBIR UNBD

	These two IBIR FIDs with data (UNBD and UNBOL for unbranded operator call handling and unbranded directory assistance) will be generated in place of the IBIR BSBD and the IBIR BSBOL normally generated on REQ TYP M orders, for CC 7680 only and for the ATLNGAPP34A CLLI only.
UR8850.0080	Removed with version 0.6.
UR8850.0090	Removed with version 0.6
UR8850.0100	The Service Order Generator shall not change the embedded base line USOCs and CREX4 USOCs using C & T action codes. Only LSRs ordering lines, with or without CREX4 or LSRs adding CREX4 to an existing line shall be applicable to this feature.

LCC to be added by Service Order Generator	OPTION	HUNT? (Y/N)	DESCRIPTION (CREX+ code on account specified by CLEC)
ATU	Unrestricted	N	None
AT4	4	N	CREX4
ARU	Unrestricted	Y	None
AR4	4	Y	CREX4

9. ACCEPTANCE CRITERIA

Common Criteria:

1. State of Georgia only unless otherwise stated
2. This Criteria applies to Issue 9
3. On all inward activity of CREX4 the system should remove the CREX4 and replace with the appropriate LCC from the table on page 3.

Criteria #	Acceptance Criteria Description	Requirement #
9.1	Issue an LSR in GA for : REQTYP: M Act Type: N MAN/CC: 7680 TOS: Bus Multi Line , with hunting Address to use: 65 10th St NE, Atlanta Ga 30309 Expected Results: Order should issue error free and populate the LCC of ARU to the Category D USOC (line class of service)after the TN as follows: I1 XXX/TN XXX-XXX-XXXX/LCC ARU The Assigned TN should be 404 with NXX one of the following: 249,251,347,498,532,541,619,685,686,712,745,810,815,817,829,853,910.	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100
9.2	Issue an LSR in GA for : REQTYP: M Act Type: V MAN/CC: 7680 Use on an account that has CLLI of ATLNGAPP34A TOS: Bus Multi Line w/ hunting Add CREX4 Expected Results: Order should issue error free and populate the LCC of AR4 to the Category D USOC (line class of	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100

	service)after the TN as follows: I1 XXX/TN XXX-XXX-XXXX/LCC AR4 The Assigned TN should be 404 with NXX one of the following: 249,251,347,498,532,541,619,685,686,712,745,810,815,817,829,853,910.	
9.3		
9.4	Issue an LSR in any state other than GA for : REQTYP: M Act Type: New Install MAN/CC: 7680 TOS: Bus Multi Line Add CREX3 Expected Results: Order should issue error free and populate the CREX3. It should not populate any other line class code.	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100
9.5	Issue an LSR in GA for : REQTYP: M Act Type: P MAN/CC: 7680 Use on an account that has CLLI of ATLNGAPP34A TOS: Res Multi line no hunting CSR: CREX4 Expected Results: Order should issue error free and populate the LCC of AT4 to the Category D USOC (line class of service)after the TN as follows: I1 XXX/TN XXX-XXX-XXXX/LCC AT4	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100
9.6	Issue an LSR in GA for : REQTYP: M Act Type: N MAN/CC: 7680 TOS: Bus Single line	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070

	Add: CREX4 Use Addresss: 70 Courtland ST NE, Atlanta 30303 Expected Results: Order should issue error free and populate without a LCC	UR8850.0100
9.7	Issue an LSR in GA for : REQTYP: M Act Type: Q MAN/CC: 7680 Use on an account that has CLLI of ATLNGAPP34A TOS: Res Multi line no hunting CSR: CREX4 Expected Results: Order should issue error free and populate the LCC of ATU to the Category D USOC (line class of service)after the TN as follows: I1 XXX/TN XXX-XXX-XXXX/LCC ATU	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100
9.8	Issue an LSR in GA for : REQTYP: M Act Type: V MAN/CC: 7680 Use on an account that has CLLI of ATLNGAPP34A TOS: Bus Single Line account with CREX+ USOC Add: additional line with with CREX4 Expected Results: Order should issue error free and populate the LCC of ATU to the Category D USOC (line class of service)after the new additional line as follows REPLACING THE CREX4: I1 XXX/TN XXX-XXX-XXXX/LCC ATU. The Existing line with CREX+ USOC should not change.	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100
9.9	Issue an LSR in GA for : REQTYP: M Act Type: C LNA: N (add an additional line) MAN/CC: 7680 Use on an account that has CLLI of ATLNGAPP34A TOS: Bus Multi Line w/ hunting Add CREX4	UR8850.0001 UR8850.0010 UR8850.0011 UR8850.0030 UR8850.0060 UR8850.0070 UR8850.0100

	Expected Results: Order should issue error free and populate the LCC of AR4 to the Category D USOC (line class of service)after the TN as follows: I1 XXX /TN XXX-XXX-XXXX /LCC AR4	

10. LOCAL EXCHANGE ORDERING IMPLEMENTATION GUIDE

[illegible]

11. REQUIREMENTS CHECKLIST

Number	Requirement Checklist	Yes	No	N/A
11.1	Have all participants, IT-FA, NCS-CS, NCS-ITS and others, if appropriate, signed off on the <i>scope</i> (2.1.) of the change request?	☒	☐	☐
11.2	Have the standards, these requirements are based on, been listed in the Standards / References section?	☒	☐	☐
11.3	Have all changes been documented in the Change History?	☒	☐	☐
11.4	Have all Assumptions and Risks been identified and documented?	☒	☐	☐
11.5	Have all <i>issues</i> between the participants been managed to a satisfactory conclusion?	☒	☐	☐
11.6	Have the <i>requirements</i> been explicitly documented and understood by ALL participants: i.e., NCS-CS, NCS-ITS, IT: Requirements and Development?	☒	☐	☐
11.7	Has each requirement, identified in the Scope section, been addressed and developed?	☒	☐	☐
11.8	Has each requirement been assigned a <i>unique number</i> , for traceability?	☒	☐	☐
11.9	Have the <i>business rules</i> been incorporated into the editing process, where applicable?	☒	☐	☐
11.10	Are all "notes", in the requirements, informational only?	☐	☐	☒
11.11	Has the Implementation Guide Matrix been reviewed and completed?	☐	☐	☒
11.12	Have the relevant <i>acceptance criteria</i> been defined and documented?	☒	☐	☐
11.13	Have the requirements been accepted and approved by all participants?	☒	☐	☐

11.14	Has Testing (the testers) reviewed the document?	☐	☐	☒
11.15	Is the Error Messages Verbiage clear and concise?	☐	☐	☒
11.16	Have all sections of this document been reviewed for completeness and accuracy?	☒	☐	☐

12. GLOSSARY *(REQUIRED)*

Name	Description
ITS	Information Technology Services
NS – CS	Network Services – Customer Service
LCSC	Local Customer Service Center
LESOG	Local Exchange Service Order Generator
LSR	Local Service Request
OSP&M	Operations Systems Planning & Management

SIGNOFF AGREEMENT

CHANGE REQUEST ENC8850.DOC

Generate Specified LCC if MAN/AECN present and OCN=AT&T

We, the undersigned, agree that the following BellSouth Telecommunications document is complete and acceptable to all:

<u>NAME</u>	<u>TITLE / DEPARTMENT/ GROUP</u>	<u>DATE</u>

Transmittal Cover Sheet for Pate Exhibit RMP-4

This sheet transmits the
Carrier Notification Letter SN91082004
which consists of 2 pages.

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification**SN91082004**

Date: November 22, 2000

To: Competitive Local Exchange Carriers (CLECs)

Subject: CLECs - **REVISED** – Electronic Interface Release 8.0 and Associated Downtime
(Originally released October 17, 2000)

This is to advise that Release 8.0 of the electronic interface systems was implemented on November 18, 2000. However, due to technical difficulties, some features have been deferred to a future release. The scope of the features released on November 18, 2000, and the deferred features are detailed below:

The scope of the features released on November 18, 2000**ALL Users:**

- The non-resale Uniform Service Order Codes (USOCs) EMP1S and EMP1X (Equipment Maintenance Plan and associated credit) will automatically be stripped on REQ TYP E and M, ACT of V, W, Q, and P.
- A production defect affecting REQ TYP JB, ACT TYP A Local Service Requests (LSRs) has been corrected.
- A production defect causing auto-clarification messages on conversion from Port/Loop combinations to Resale Flat-Rate Business Line has been corrected.

LENS Users:

- Ability to submit Loop Makeup Queries from Local Exchange Navigation System (LENS) Inquiry Screen as previously implemented in 7.0 beta test environment will now be made available in production.

TAG Users:

- Ability to submit Loop Makeup Queries as previously implemented in 7.0 beta test environment will now be available for TAG in product.

The ability to control branding on Operator Assistance and Directory Assistance using specific Line Class Codes (LCC) was implemented for AT&T in Georgia. Other CLECs interested in this capability should contact their account team representative.

Due to technical difficulties, the following features have been deferred to a future Electronic Interface Release 8.0.1.

LENS Users:

- Features/Services section of Line Details screen will be updated to say “Number of Features to Add/Change/Delete”, versus “Number of Features to Add.”
- Implement ability to change Class of Service on REQ TYP E change activity (ACT C) orders. (This does not allow users the ability to change from Business to Residence, or vice versa.)

TAG Users:

- TAG Release 7.5 will be implemented. This will be a server and Application Program Interface (API) change.
- Direct Inward Dial (DID) functionality (REQ TYP N) will be implemented.

Should you have any questions, please contact your BellSouth account team representative.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley – Senior Director
BellSouth Interconnection Services

Transmittal Cover Sheet for Pate Exhibit RMP-5

This sheet transmits the

BellSouth Change Control Process Guide, Version 2.0

which consists of 99 pages.



CHANGE CONTROL PROCESS

CCP8_23.DOC

VERSION 2.0

AUGUST 23, 2000

Issued: 8/23/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

This document is not to be construed as a suggestion to any manufacturer to modify or change any of its products, nor does this document represent any commitment by BellSouth Telecommunications to purchase any product whether or not it provides the described characteristics.

This document is not to be construed as a contract. It does not create an obligation on the part of BellSouth Telecommunications or the Competitive Local Exchange Carriers to perform any modification, change or enhancement of any product or service.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent, whether or not the use of any information herein necessarily employs an invention of any existing or later issued patent.

Issued: 08/23/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community - Web Site address for Change Control Process - Notification regarding the Retirement and

			Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1 Section 8 Section 11	- Updated CCP web site address - Updated Escalation Contacts for Types 2-6 - Added definitions for Account Team and Electronic Communications Support (ECS)
1.6	7/20/00	Section 1 Section 2	- Added "testing" under process changes - Clarification provided in "Change Review Participants" description

			Participants” description.
		Section 4	- Added statement regarding submittal of Change Requests
		Part 2	- Clarification provided for documentation changes for business rules
			- Step 2-Added email notification
			- Step 3-Removed “Cancellation by BellSouth”
			- Step 3-Clarification on reject reasons
		Section 5	- Step 3-Clarification on internal validation activities
			- Step 4-Changed cycle time from 5 to 4 bus days for develop workaround
			- Added defect implementation range
		Section 6	- Changed prioritization from “by interface” to “by category”
			- Changed timeframe for receiving a Change Request prior to a Change Review Meeting from 33 to 30 business days
			- Modified the prioritization voting rules
		Section 7	- Updates to the Introduction and Retirement of Interfaces
		Section 8	- Added Type 6 escalation turnaround time
			- Changed 3 rd Level Escalation contacts for Types 2-6
		Section 11	- Removed “Cancellation by BellSouth” and “Defect Cancelled” definitions
		Appendix A	- Removed “Cancellation by BellSouth” from Change Request Form and Checklist
			- Added Letter of Intent Form
		Appendix C	- Changes to the following forms: Preliminary Priority List, CCP User Registration Form. Added the following forms: Defect Notification Sample, CR Log Legend.
		Appendix D	- Added BellSouth Versioning Policy

		All	Word changes to provide clarification throughout the document.
2.0	08/23/00	Cover	- Removed "Interim" from cover.
		Section 3	- Updated Type 6 definition to incorporate new defect and expedited feature definitions.
		Section 5	- Replaced Section 5, Defect Notification Process with a "Draft" Defect/Expedite Notification Process.
			- Reduced the implementation interval for validated defects (High Impact) from 4 - 30 business days to 4 - 25 business days, best effort.
		Section 10	- Added Internet Web sites for EDI and TAG Testing Guidelines
		Section 11-Terms & Definitions	- Updated definition for Defect. Added definitions for Expedited Feature, High, Medium and Low Impacts.
		Appendix A	- Modified Change Request Forms (RF1870 and RF1872) to include email address for Change Control. Also added High, Medium and Low Assessment of Impact Levels.
		All	- Referenced the handling of expedites and expedite notification where appropriate.

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance)
- Defects/Expedites

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- Testing Support (i.e. negotiating/coordinating test agreements and dates)
- Issue Resolution/Questions (i.e. questions associated with interface functionality, interpreting documentation)

Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/>

Select “Local Exchange Carriers”

Select “Change Control Process”

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 6- CLEC Impacting Defects/Expedites.

Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BellSouth has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface.

The CLEC and/or BellSouth may initiate these types of changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

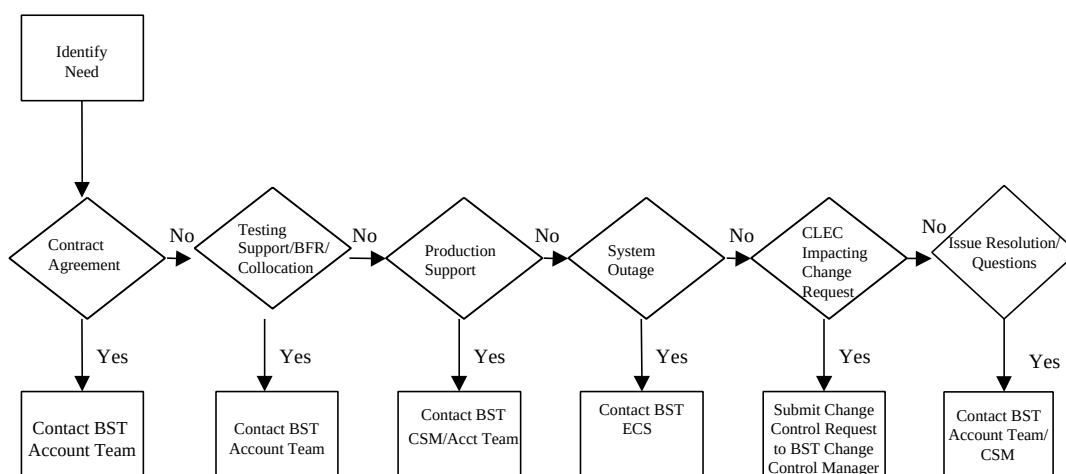


Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:

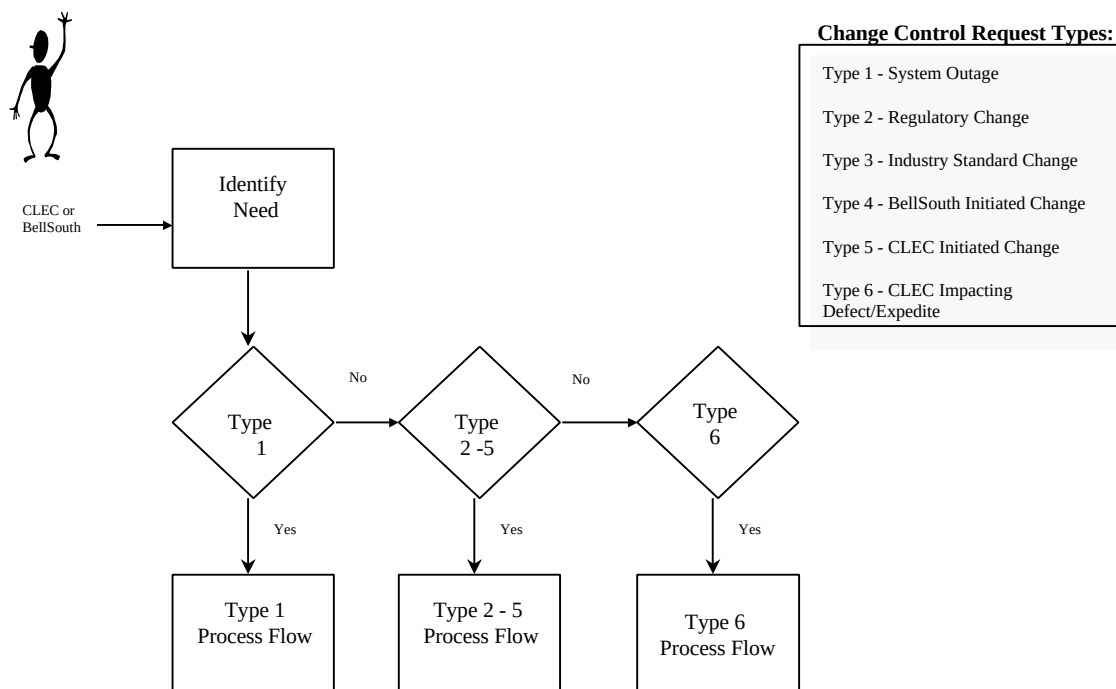


Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

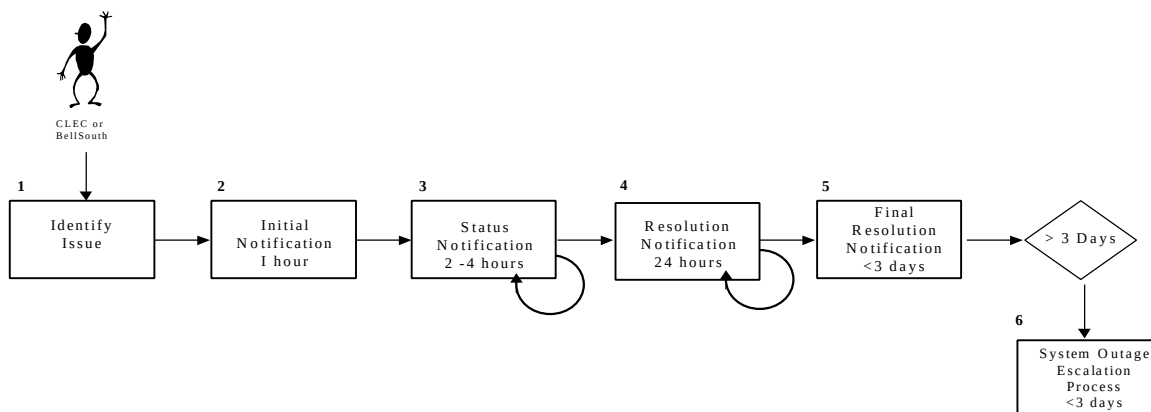


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. - ECS will continue to work towards the resolution of the problem - If outage is resolved, this notice is the first and final notification. The process for the item has ended.	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the web.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Outage Information will be reported in the monthly status meeting by the BCCM.		
3	ECS	<u>STATUS NOTIFICATION: (ITERATIVE)</u> - If the outage is not resolved, ECS will continue to work towards the resolution on the problem. - ECS may communicate with the industry / affected parties. The following information may be discussed: - Clarification of outage - Current status of resolution - Agreement of resolution - If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. - Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> - Industry Notification posted on Web <u>OUTPUTS:</u> - Status Notification posted on Web - Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION: (ITERATIVE)</u> - The resolution notification is posted to the Web. - If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. - If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. - When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	<u>INPUTS:</u> - Status Notification posted on Web - Resolution information <u>OUTPUTS:</u> - Resolution Information posted on Web - Final Resolution Information	24 hours after reporting outage
5		<u>FINAL RESOLUTION NOTIFICATION:</u> The final resolution notification is	<u>INPUTS:</u> Final Resolution Information	< 3 days

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
	ECS	posted on the Web.	<u>OUTPUTS:</u> Final Resolution Notification	
6	CCCM ECS	<u>ESCALATION</u> - Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. - Refer to the Type 1 - Escalation Process documented in Section 8.	<u>INPUTS:</u> - Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> - Documented Escalation - Escalation Response	➤ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

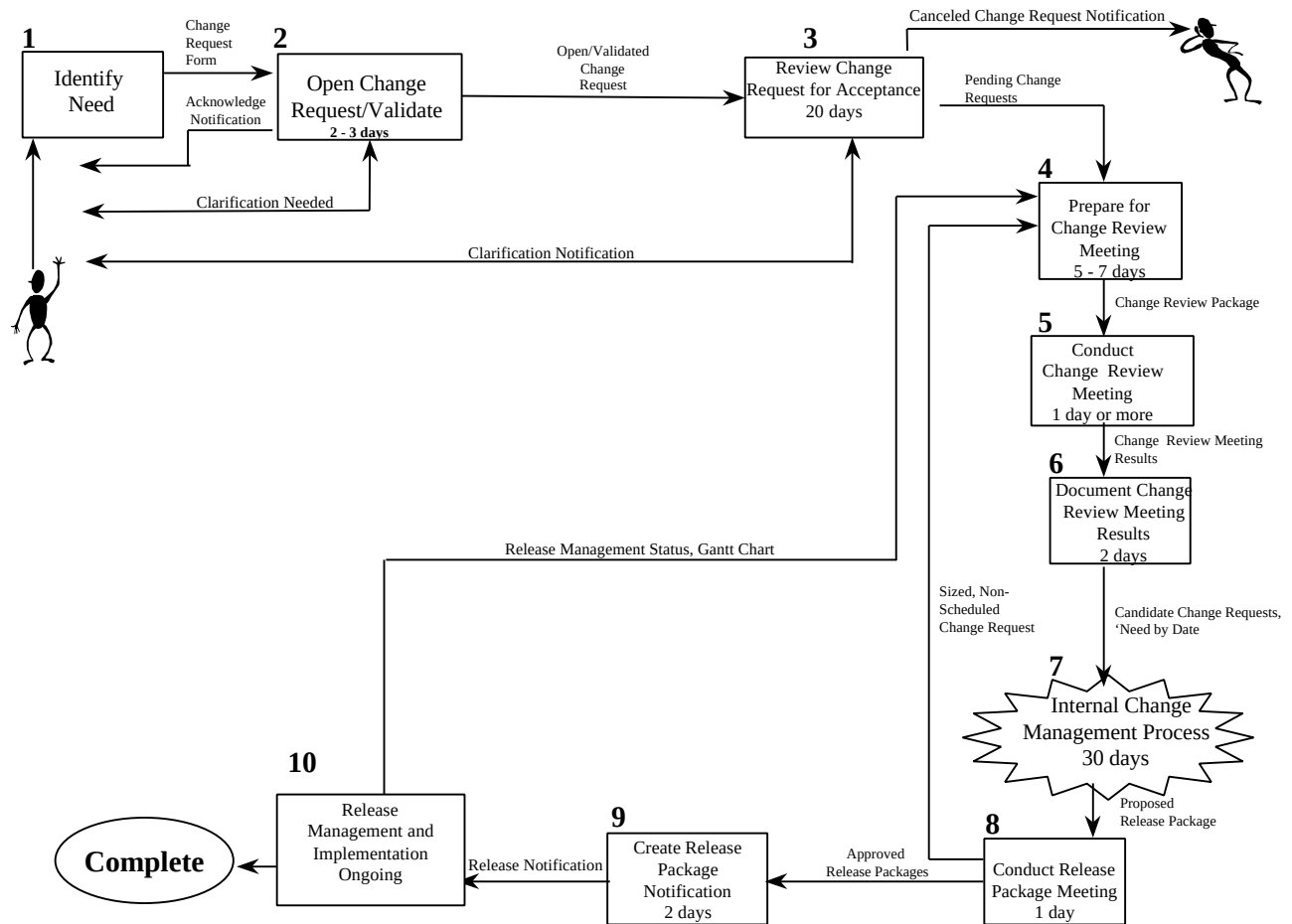


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- Software Release Notifications will be provided 30 days or more in advance of the implementation date.
- Documentation changes for business rules will be provided 30 days or more in advance of implementation date.
- CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> • Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request)	<u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request Clarification Response	2-3 Bus Days Clarification times would be in addition to cycle time.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists. 6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	<u>OUTPUTS:</u> • New Change Request • Acknowledgment Notification • Validated Change Request • Clarification Notification • Industry Notification via e-mail and web posting	
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> 1. Review Change Request and related information for content. 2. Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. 3. Determine status of request: • If change already exists or training issue forward Cancellation Notification (Attachment A-3) to CCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is accepted, update Change Request status to "P" for Pending in Change Request Log. NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. 4. BST may reject the change request	<u>INPUTS:</u> • New Change Request • Validated Change Request • Clarification Notification (if required) <u>OUTPUTS:</u> • Pending Change Request • Clarification Notification (if required) • Cancellation Notification (if required) • CR status updated on web	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		based on the following reasons: cost, industry direction or technically not feasible to implement and will provide notification to the originating party. Prior to rejecting a request, all options for accommodating the request will be exhausted. The rejection reason will be shared with the CLECs for input. NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. <u>BCCM</u> 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. <u>CCCM</u> 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish “Desired/Want” dates. 3. Create draft Priority List to prepare for Change Review meeting.	<u>INPUTS:</u> • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log <u>OUTPUTS:</u> • Change Request Log • CLEC Draft Priority List	5-7 Bus Days
5	BCCM CCCM	<u>CONDUCT CHANGE REVIEW MEETING</u> <u>Monthly Status Meetings</u>	<u>INPUTS:</u> • Change Request Log • CLEC Draft Priority List • Desired/Want Dates	1 Bus Day (or as needed based on volume)

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. <u>Prioritization Meetings (held as needed based on published release schedule)</u> 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests. 5. Develop final Candidate Requests list of Pending Change Requests by category, 'Need by Dates' and prioritized Change Requests. 6. Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.	• Impact analysis <u>OUTPUTS:</u> • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	Meeting Day
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> 1. Prepare and distribute outputs from Step 5.	<u>INPUTS:</u> • Change Request Log • Final Candidate Request List <u>OUTPUTS:</u> • Updated Change Request Log • Web posting of meeting output	2 Bus Days
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> 1. Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities only to the Candidate Change Requests that meet the criteria established by the Internal Change Management Process. This ensures that participating parties are	<u>INPUTS:</u> • Candidate Change Request List with agreed upon 'Need by Dates' • Change Request Log <u>OUTPUTS:</u> • BellSouth's Proposed Release Package	30 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		reviewing capacity and impacts to schedules before assigning resources to activities.	Release Package	
8	BCCM CCCM	<u>CONDUCT RELEASE PACKAGE MEETING</u> 1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. Non-scheduled Change Requests returned to Step 4 as Input for the “Prepare for Change Review Meeting” process. 5. Based on BST/CLEC consensus create Approved Release Package. 6. Identify Release Management Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting. 8. All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”.	<u>INPUTS:</u> • BellSouth’s Proposed Release Package • BellSouth’s Release Schedule • Change Request Log <u>OUTPUTS:</u> • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests • Non-Scheduled Change Requests (Return to Step 4) • Date for initial Release Management Project Meeting	1 Bus Day
9	BCCM	<u>CREATE RELEASE PACKAGE NOTIFICATION</u> 1. Develop and distribute Release Notification Package via web.	<u>INPUTS:</u> • Approved Release Package <u>OUTPUTS:</u> • Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. 4. Once a Change Request is implemented in a release, the status will be changed to “I” for Change Implemented.	<u>INPUTS:</u> • Approved Release Package Notification <u>OUTPUTS:</u> • Project Release Status • Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Implemented Change Request	Ongoing

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5.0 DEFECT/EXPEDITE NOTIFICATION PROCESS

A CLEC/BST identified defect/expedite will enter this process through the Change Management Team as a Type 6 Change Request. If the defect/expedite is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

A **defect** is any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

An **expedited feature** is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

Type 6 Change Requests will have three Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

Expedited features will be treated as High Impact.

- **Medium Impact**

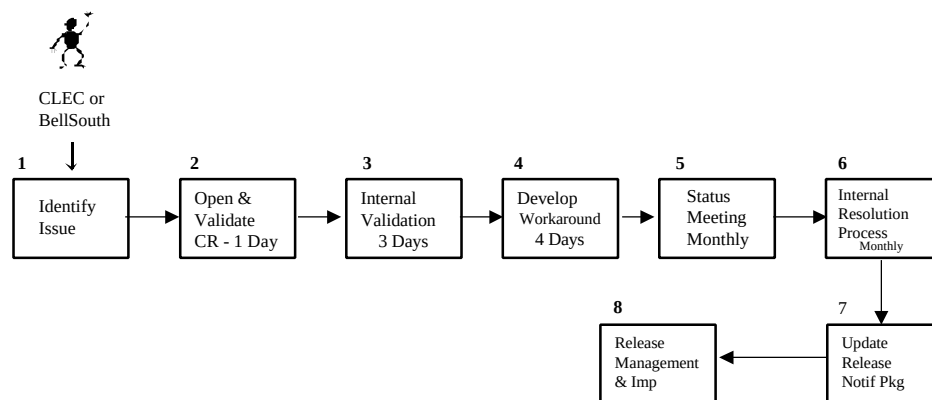
The failure causes impairment of critical system functions, though a workaround solution does exist.

- **Low Impact**

The failure causes inconvenience or annoyance.

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Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/Expedite.



Note: Step 4 (Develop Workaround) does not apply for High Impact Expedites.

Figure 5-1. Type 6 Process Flow

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The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects/expedites, provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Identify Defect/Expedite. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 3. Include description of business need and details of business impact. 4. Attach related requirements and specification documents. These attachments should include the following: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> • Type 6 Change Request <u>OUTPUTS:</u> • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE DEFECT/EXPEDITE FORM FOR COMPLETENESS</u> 1. Log Defect/Expedite in Change Request Log. 2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish CR status ('N' for New Defect/Expedite). 4. BCCM reviews change request for	<u>INPUTS:</u> • Completed Change Request Form (with related documentation if necessary) <u>OUTPUTS:</u> • New Defect/Expedite • Acknowledgment Notification • Clarification Notification (if required)	1 Bus Day

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		mandatory fields using the Change Request Form Checklist. - Verify specifications and related information exists. - Send Clarification Notification via email to the originator if needed. - Update CR Status to 'PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.		
3	BCCM	INTERNAL VALIDATION - Validate that it is a defect/expedite. - Perform internal defect/expedite analysis. <u>Determine status of request:</u> - If change already exists or training issue forward Cancellation Notification to CCCM or BCCM and update status to 'C' for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. Note: High Impact Expedites will skip Step 4 (Develop Workaround) and be scheduled for the current, next release, or point release, best effort. - If the process is operating as specified in the baselined requirements and published business rules, the BCCM	INPUTS: - New Defect/Expedite OUTPUTS: - Validated Defect/Expedite - Defect/Expedite notification to CLEC community via e-mail and web posting - Clarification Notification (if required) - Cancellation Notification (if required)	3 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		will communicate the results via e-mail to the originator to discuss/determine the next step(s). If issue is re-classified as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect/expedite process flow and enter Types 2-5 process flow (enter at Step 3). NOTE: See Section 9.0 Terms and Definitions – Defect/Expedite Status for valid status codes and descriptions. Defect/Expedite notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	<u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> - Defect workaround identified. - Change Request status changed to “W” for workaround identified. - Workaround is communicated via e-mail to originating CLEC. - If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. Defect workaround notification will be provided to CLEC community via e-mail and web posting. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	<u>INPUTS:</u> - Validated Defect - Clarification Notification (if required) <u>OUTPUTS:</u> - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of workaround	4 Bus Days
5	BCCM	<u>MONTHLY STATUS MEETING</u> - Provide status of Defect/Expedite. - Solicit CLEC/ BST input. - Update Defect/Expedite information as needed.	<u>INPUTS:</u> - Defects/Expedites Received - Change Request Log - Defect/Expedite Analysis - Workaround (if applicable)	Monthly or when status changes, whichever occurs first.

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
			OUTPUTS: - Updated status - Updated Change Request Log - Meeting minutes	
6	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> - Schedule and evaluate Defects/Expedites based on capacity and business impacts. - Provide status updates to the CLEC community via email as the status changes until the defect/expedite is scheduled. NOTE: Validated defects (High Impact) will be implemented within a 4 – 25 business day range, best effort. Expedites (High Impact) will be implemented in the current, next release, or point release, best effort.	INPUTS: - CLEC/ BST input OUTPUTS: - Defect/Expedites Release Schedule	Monthly or when status changes, whichever occurs first.
7	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> - Update and distribute release notification package via web. - All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”. Note: The release notification will be published in a timely manner, based on the release constraints associated with the defect/expedite.	INPUTS: - Defect/Expedite Feature Information OUTPUTS: - Updated Release Package Notification - Scheduled Change Request	Based on release constraints for defects/expedites (may be less than 30 days).
8	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 6 changes: Lead project manager communicates	INPUTS: - Approved Release Package Notification OUTPUTS: - Project Release Status	Ongoing

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Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		release management project status to BCCM for inclusion in Monthly status meetings. 2. BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. 3. Once a defect/expedite is implemented in a release, the status will be changed to "I" for Change Implemented.	- Implementation Date - Implemented Change Request	

6.0 CHANGE REVIEW

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to coincide with the published release schedules and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category
- Manual processes and documentation will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30 – 45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and obtain input from the CLEC community. BellSouth will provide specifications on the interface being developed to the CLEC Community. As new interfaces are deployed, they will be added to the scope of this document as appropriate, based on the use by the CLEC community and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.
- For Type 6 issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position. Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues) Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7878 404-927-7828	Linda.Tate3@bridge.bellsouth.com Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal Senior Director (for Systems Issues) Dee Freeman-Butler Senior Director (for Business Rules/Operations Issues)	404-927-7505 404-927-3545	Doug.Mcdougal@bridge.bellsouth.com Dee.Freeman2@bridge.bellsouth.com

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, BellSouth and the impacted CLEC(s) agree to follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.

If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name “Ccp.doc” (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings. All changes will be submitted as a change request and reviewed.

10.0 TESTING ENVIRONMENT

BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after “major releases”. CLECs are selected on a “first come, first served basis”.

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html

Select “Customer Guides”

Select “Local Exchange Ordering Guides”

Select “BellSouth EDI Specifications – TCIF 9”

Select “Section 7 – EDI Testing Guidelines for CLECS”

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select “OSS Information Center”

Select “TAG Documentation”

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations	- BonaFide Requests (BFR)
- Enhanced Billing Options Negotiations	- Production Support
- Customer Education	- Collocation
- Technical Assistance	- Testing Support
- General Problem Resolution	- Project/Order Coordination
- Tariff Interpretation	- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.

-
- **Type 3 – Industry Standard Change.** Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
 - **Type 4 – BellSouth Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
 - **Type 5 – CLEC Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
 - **Type 6 – CLEC Impacting Defect.** Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Type 6 – CLEC Impacting Expedite. The ability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **CRC = Change Review Complete.** Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).
- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).

- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect/Expedite Status. The status of a CLEC Impacting Defect/Expedite Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.



Change Request Form

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Internal Reference # _____ (1) Date Change Request Submitted ____/____/____ (2)

☐ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☐ TYPE 6 (DEFECT/EXPEDITE) OCN _____ (3A)

Company Name _____ (4)

CCM _____ (5) Phone _____ (6)

CCM Email Address _____ (7) Fax _____ (8)

Alternate CCM _____ (9) Alt Phone # _____ (10)

Originator's Name _____ (11) Phone _____ (12)

Title of Change _____ (13)

Category ☐ Add New Functionality ☐ Change Existing (14) Desired Due Date ____/____/____ (15)

Originating CCM assessment of impact ☐ High ☐ Medium ☐ Low (16)

Originating CCM assessment of priority ☐ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☐ Ordering ☐ EDI ☐ LNP ☐ LENS ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☐ Software ☐ Product & Services ☐ Documentation	☐ Hardware ☐ New or Revised Edits ☐ Regulatory	☐ Industry Standards ☐ Process ☐ Other	☐ Defect/Expedite

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

Attachment A-1



Change Request Form

This Section to be completed by BCCM only.

Change Request Log # _____ (23) Clarification ☐ Yes ☐ No (24)

Clarification Request Sent ____/____/____ (25) Clarification Response Due ____/____/____ (26)

Status _____ (27)

Change Request Review Date ____/____/____ (28) Target Implementation Date ____/____/____ (29)

Last Modified By _____ (30) Date Modified ____/____/____ (31)

Change Review Meeting Results (32)

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date ____/____/____ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date ____/____/____ (37)

CMVC # _____ (38)

DDTS# _____ (39)



Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect/Expedite Change Request

Defect/Expedite Validation Results: (40)

Clarification Needed ☐ Yes ☐ No

☐ Defect ☐ Expedite ☐ Feature ☐ Training Issue ☐ Duplicate ☐ Cancel

Defect/Expedite Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/expedite: ☐ EDI ☐ TAG ☐ LNP ☐ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: _____

Change Request Form Checklist

All fields will be validated before change request is returned for clarification.

Field	Checklist	Description	Instructions	Action Required
1	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	No action	
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	Date entry required
3	Mandatory	Indicate type of Change Request: CLEC or BST Initiated, Industry Standard or Regulatory.	Return to sender	Company designation required
3a	Conditional	Indicate whether Change Request is a defect/expedite. Also provide OCN to assist with internal validation of defect/expedite.	Return to sender	Entry required (if the change is a Type 6)
4	Mandatory	Enter company name for the Change Request.	Return to sender	Company name required
5	Mandatory	Enter originating company's Change Control Manager's name.	Return to sender	CCM name required
6	Mandatory	Enter originating company's Change Control Manager's phone number.	Return to sender	CCM phone number required
7	Mandatory	Enter originating company's Change Control Manager's e-mail address.	Return to sender	CCM e-mail address required
8	Mandatory	Enter originating company's CCM's fax number.	Return to sender	CCM fax number required
9	Mandatory	Enter originating company's alternate contact name.	Return to sender	Alternate contact name required
10	Mandatory	Enter originating company's alternate contact phone number.	Return to sender	Alternate contact number required
11	Optional	Optional field for the company's internal SME requesting enhancement. This field can be for internal use only or you can choose to share it.	No action	No action
12	Optional	Optional field for the company's internal SME's phone number requesting enhancement. This field can be for internal use only or you can choose to share it.	No action	No action
13	Mandatory	For the purpose of referencing the Change Request, assign a short, but descriptive name.	Return to sender	Title required – maximum length 40 char.
14	Mandatory	Identify request category for the Change Request.	Return to sender	Category required
15	Optional	Enter desired implementation due date for the proposed enhancement.	No action	No action
16	Mandatory	Identify originating company assessment of impact.	Return to sender	Entry required
17	Mandatory	Identify originating company assessment of priority.	Return to sender	Entry required
18	Mandatory	Indicate interface(s) affected by the proposed Change Request.	Return to sender	Entry required
19	Mandatory	Indicate the type of change for the request.	Return to sender	Entry required
20	Mandatory	Describe the proposed change request, indicating the purpose and benefit of request. If additional space is needed, use additional space sheet.	Return to sender	Description of change request required
21	Mandatory	Indicate any known dependencies relative to the Change Request. If none are known, enter "None known".	Return to sender	Entry required

Attachment A-1A

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

Change Request Form Checklist

Field	Checklist	Description	Instructions	Action Required
22	Mandatory	Indicate whether additional information accompanies/supports the proposed Change Request. If yes, list all documents attached or reference where they can be found, including internet address and standards reference, if applicable.	Return to sender	Supporting documentation must accompany request
23	Mandatory BCCM	A Change Request Log Number generated by "the Change Request Logging system" upon receipt of change request. The number should be sent back to the originator on the acknowledgment receipt. This # will be used to track the Change Request.	Return to sender	Log number - system generated.
24	Conditional BCCM	Indicates whether clarification is needed on the Change Request.		
25	Conditional BCCM	Date clarification request sent to originating CCM.		
26	Conditional BCCM	Date clarification due back from originating CCM.	Return to sender	
27	Mandatory BCCM	Indicate status of proposed change request (i.e. clarification, validation, pending, etc.)		
28	Mandatory BCCM	Assign date when change request will appear on Review Board agenda.	Return to sender	
29	Mandatory BCCM	A soft date for implementation. Updated based on Candidate Release Package info.		
30	Mandatory BCCM	Field that communicates who last updated the request.		
31	Mandatory BCCM	Field that communicates when the last update occurred		
32	Mandatory BCCM	Change Request results captured from the Change Review meeting.		
33	Conditional BCCM	Canceled Change Request reasoning.	Return to sender	
34	Conditional BCCM	Concurrence with Change Request originating company. Show date of concurrence.	Return to sender	
35	Conditional BCCM	Change Request Appeal indication.		
36	Conditional BCCM	Detailed description of the appeal considerations.		
37	Mandatory BCCM	Indicate agreed release date from Project Release Plan.		
38	Conditional BCCM	Indicate CMVC reference Number		
39	Conditional BCCM	Indicate DDTS reference Number		
40	Mandatory BCCM	Results of Internal Defect/Expedite Validation		



Change Request Clarification Response

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Log # _____ (1) Date Clarification Sent ____/____/____ (2)
Internal Reference # _____ (3) Clarification Version # _____ (4)
Date Change Request Submitted ____/____/____ (5)

☐ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (6)

☐ TYPE 6 (DEFECT/EXPEDITE) OCN _____ (6A)
Company Name _____ (7)

CCM _____ (8) Phone _____ (9)

CCM Email Address _____ (10) Fax _____ (11)

Alternate CCM _____ (12) Alt Phone # _____ (13)

Originator's Name _____ (14) Phone _____ (15)

Title of Change _____ (16)

Category ☐ Add New Functionality ☐ Change Existing (17) Desired Due Date ____/____/____ (18)

Originating CCM assessment of impact ☐ High ☐ Medium ☐ Low (19)

Originating CCM assessment of priority ☐ Urgent ☐ High ☐ Medium ☐ Low (20)

Interfaces Impacted (21)			
☐ Pre-Ordering	☐ Ordering	☐ Maintenance	☐ Manual
☐ LENS	☐ EDI ☐ LNP	☐ TAFI	
☐ TAG	☐ LENS	☐ EC-TA Local	
☐ CSOTS	☐ TAG		

Type Of Change - Check one or more, as applicable (22)			
☐ Software	☐ Hardware	☐ Industry Standards	☐ Defect/Expedite
☐ Product & Services	☐ New or Revised Edits	☐ Process	
☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (23)

Known dependencies (24)

Additional Information ☐ Yes ☐ No (25)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____

Attachment A-2A



Change Request Clarification Response Checklist

All fields will be validated before change request is returned for clarification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	BellSouth Log number assigned to the original Change Request.	No action.	
2	Mandatory	Date Change Request Clarification sent to BCCM.		
3	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	No action.	
4	Mandatory	Version number for tracking clarifications.		
5	Mandatory	Date original Change Request sent to BCCM.	Return to sender	Date entry required
6	Mandatory	Indicate Type of Change Request: Type 6 (Defect/Expedite), Type 5 (CLEC), Type 4 (BST), Type 3 (Industry) or Type 2 (Regulatory)	Return to sender	Company designation required
6a	Conditional	If Type 6 Change Request, provide OCN to assist with internal validation of defect/expedite.	Return to sender	Entry required (if the change is a Type 6)
7	Mandatory	Enter company name for the Change Request.	Return to sender	Company name required
8	Mandatory	Enter originating company's Change Control Manager's name.	Return to sender	CCM name required
9	Mandatory	Enter originating company's Change Control Manager's phone number.	Return to sender	CCM phone number required
10	Mandatory	Enter originating company's Change Control Manager's e-mail address.	Return to sender	CCM e-mail address required
11	Mandatory	Enter originating company's CCM's fax number.	Return to sender	CCM fax number required
12	Mandatory	Enter originating company's alternate contact name.	Return to sender	Alternate contact name required
13	Mandatory	Enter originating company's alternate contact phone number.	Return to sender	Alternate contact number required
14	Optional	Optional field for the company's internal SME requesting change. This field can be for internal use only or you can choose to share it.	No action	No action
15	Optional	Optional field for the company's internal SME's phone number requesting change. This field can be for internal use only or you can choose to share it.	No action	No action
16	Mandatory	For the purpose of referencing the Change Request, assign a short, but descriptive name.	Return to sender	Title required – maximum length 40 char.
17	Mandatory	Identify request category for the Change Request.	Return to sender	Category required
18	Optional	Enter desired implementation due date for the proposed change.	No action	No action
19	Mandatory	Identify originating company assessment of impact.	Return to sender	Entry required
20	Mandatory	Identify originating company assessment of priority.	Return to sender	Entry required
21	Mandatory	Indicate interface(s) affected by the proposed Change Request.	Return to sender	Entry required
22	Mandatory	Indicate the type of change for the request.	Return to sender	Entry required

Attachment A-2A

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.



Change Request Clarification Response Checklist

Field	Checklist	Description	Instructions	Action Required
23	Mandatory	Describe the proposed change request, indicating the purpose and benefit of request. If additional space is needed, use additional sheet.	Return to sender	Description of change request required
24	Mandatory	Indicate any known dependencies relative to the Change Request. If none are known, enter "None known".	Return to sender	Entry required
25	Mandatory	Indicate whether additional information accompanies/supports the proposed Change Request. If yes, list all documents attached or reference where they can be found, including internet address and standards reference, if applicable.	Return to sender	Supporting documentation must accompany request

Acknowledgment Notification (Sample)

(1) **Change Request Log #:** 878 (2) **Date Change Request Submitted:** 04/01/1998
(3) **Date Change Request Received:** 04/01/1998
(4) **Internal Reference #:** ARX00000 (5) **Date of Notification:** 04/04/1998
(6) **Company Name:** John Doe Telephone
(7) **Title of Change:** Creation of new EDI transaction for jeopardy processing – 870 transaction number.
(8) **Request Category:** Add New Functionality
(9) **Response due date:** 04/08/1998
(10) **BCCM Contact name**_____ (11) **Phone**_____

Cancellation Notification (Sample)

(1) **Change Request Log #:** 878 (2) **Date Change Request Submitted:** 04/01/1998
(3) **Date Change Request Received:** 04/01/1998
(4) **Internal Reference #:** ARX00000 (5) **Date of Notification:** 04/04/1998
(6) **Company Name:** John Doe Telephone
(7) **Title of Change:** Creation of new EDI transaction for jeopardy processing – 870 transaction number.
(8) **Cancellation Type:** Duplicate Request
(9) **Cancellation Acknowledgment Date:** 05/15/1998
(10) **Cancellation Explanation:** Same functionality as Change Request RWR52434.
(11) **BCCM Contact name**_____ (12) **Phone**_____

Acknowledgment Notification Checklist

All fields will be validated prior to sending the Acknowledgment Notification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action.
5	Mandatory	Date of Change Request Notification.	Return to sender	Current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Identify request category for the Change Request.	Return to sender	
9	Mandatory	Response due date.	Return to sender	
10	Mandatory	BCCM Contact Name.	Return to sender	
11	Mandatory	BCCM Contact Phone Number	Return to sender	

Cancellation Notification Checklist

All fields will be validated prior to sending the Cancellation Notification.

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action.
5	Mandatory	Date of Change Request Notification.	Return to sender	Current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Canceled Change Request reasoning.	Return to sender	
9	Mandatory	Cancellation Acknowledgment Date	Return to sender	
10	Mandatory	BCCM Contact Name.	Return to sender	
11	Mandatory	BCCM Contact Phone Number	Return to sender	

Clarification Notification (Sample)

(1) **Change Request Log #:** 878 (2) **Date Change Request Submitted:** 04/01/1998
(3) **Date Change Request Received:** 04/01/1998
(4) **Internal Reference #:** ARX00000 (5) **Date of Notification:** 04/04/1998

(6) **Company Name:** John Doe Telephone

(7) **Title of Change:** Creation of new EDI transaction for jeopardy processing – 870 transaction number.

(8) **Request Category:** Add New Functionality

(9)¹ **Please Clarify:**

☐ Date Change Request Submitted (2)	☐ TYPE (3)
☐ Company Name (4)	☐ CCM (5)
☐ CCM Phone (6)	☐ CCM E-mail (7)
☐ Fax (8)	☐ Alternate CCM (9)
☐ Alternate Phone (10)	☐ Title of Change (13)
☐ Category (14)	☐ Assessment of Impact (16)
☐ Priority (17)	☐ Interfaces affected (18)
☐ Type of Change (19)	☐ Description (20)
☐ Known dependencies (21)	☐ Additional Information (22)

(10) **Response due by:** 04/08/1998

(11) **BCCM Contact name**_____ (12) **Phone**_____

¹ The individual field references correspond directly to the Change Request Form.

Clarification Notification Checklist

Field	Checklist	Description	Instructions	Action Required
1	Mandatory	A Change Request Log Number generated by "the Change Request Logging system".	Return to sender	Log number - system generated.
2	Mandatory	Date Change Request sent to BCCM.	Return to sender	
3	Mandatory	Date Change Request received by BCCM.	Return to sender	
4	Optional	Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into the BellSouth Change Control Process.	Return to sender (if used).	No action
5	Mandatory	Date of Change Request Notification.	Return to sender	Default to current system date/time.
6	Mandatory	Originating Company name of the Change Request.	Return to sender	
7	Mandatory	A short, but descriptive name (title) for referencing the Change Request.	Return to sender	
8	Mandatory	Request Category	Return to sender	
9	Mandatory	Clarification Considerations - Numbers in parentheses refer to corresponding fields on the Change Request Form.	Return to sender	
10	Mandatory	Response due by date.	Return to sender	
11	Mandatory	BCCM Contact Name.	Return to sender	Default to BCCM.
12	Mandatory	BCCM Contact Phone Number	Return to sender	Default to BCCM Number.

Letter of Intent

Interfaces	☐ Pre-Ordering	☐ Ordering	☐ Maintenance
	☐ TAG	☐ EDI	☐ EC-TA Local
	☐ LENS	☐ TAG	☐ TAFI
		☐ LENS	

Return To: BCCM OR Valerie Cottingham
FAX 205-321-5160 8TH Floor
600 No. 19th Street
Birmingham, Alabama 35203

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

Release Management Project Plan Template

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Scope Statement

The project scope defines the boundaries by which the project will operate. The scope statement will be used to obtain agreement and approval from the customers and stakeholders for the project funding.

See Scope Statement Template

Communication Plan

The project team will determine the type and frequency of communications that must take place during the project life cycle to enable the project's success. The table below outlines the agreed to communication vehicles.

Status Communiqué	Distribution	Frequency	Owner
Project Release Status Report	- Team Members - Enhancement Review Team	- Weekly - Monthly	Project Manager
Team Member To Do List	Team Member	Weekly	Project Manager
Executive Summary	Project Sponsor	Monthly	Project Manager
Status Meeting/Minutes	Team Members	Weekly	Project Manager

All escalations will be communicated by the project manager to the project sponsor.

See Project Release Status Report

See CCP To Do List/Resource (part of Microsoft Project file - Custom Report)

See CCP To Do List/Dates (part of Microsoft Project file - Custom Report)

Project Tracking Plan

Project tracking and control is the process whereby the project manager determines the degree to which the project plan is being met. The focus is on the schedule, budget and resource allocations.

The project manager will hold regularly scheduled team meetings for the purpose of updating the Work Breakdown Schedule (WBS) with accurate information. During these meetings, all new issues will be raised and assigned to an owner for resolution. All existing issues will be reviewed for current status and/or closure.

Other documents to be updated during the team meetings are as follows:

- Change Control Plans
- Risk Management Plans
- Communication Plans
- Scope Statements
- Team Roster and Responsibilities

Project status will be created and distributed as defined in the Communications Plan.

Attachment B-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

Work Breakdown Structure

The project manager will develop a Work Breakdown Structure (WBS) in the appropriate project management software application, including tasks, durations, start/end dates, dependencies, personnel resources, and related costs. A draft version of the WBS will be created by the project manager and reviewed with the project team in an effort to effectively utilize the team's time. The WBS will be revised and agreed to by the entire team to facilitate activity ownership and commitment.

While creating the WBS, the team should consider all resource, time, budget and performance constraints associated with the project.

See WBS Template (part of Microsoft Project file - Gantt View)

Roles and Responsibilities

Project roles will be defined to clearly identify expectations among project participants. Update the table below with the correct project roles and responsibilities.

ROLES

Project Manager

RESPONSIBILITIES

Identify Preliminary Resources
Hold Kick-off Meeting
Develop Project Plan Documents
Track Project Status
Time
Cost
Manage Change Control
Manage Issues
Communicate Project Status

Project Sponsor

Understand Current Project Status
Single Point of Contact for Escalations
Communicate Project Status
Define/Approve Milestone Exit Criteria

Stakeholder

Provide Team Members / External Project Support
Understand Current Project Status
Define Milestone Exit Criteria

External Project Support

Perform Agreed to Activities as Defined
Provide Project Manager Status

Team Members

Attend Project Team Meetings
Perform Agreed to Activities as Defined
Provide Project Manager Status

Project Team Roster

A list of all parties associated with or impacted by the project should be documented and distributed to the team.

See Project Team Roster

Risk Management Plan

In an effort to mitigate possible negative impacts to the project, a high-level risk assessment should be performed during the initial phase of the project. For each high-level risk, the team should develop a mitigation strategy or position. As potential risks are identified during the project life cycle, the team should again develop a mitigation strategy or position.

Attachment B-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

See High-Level Risk Assessment
See Risk Event Assessment and Planning

Change Control Plan

Throughout the project life cycle, changes will be introduced which will impact the project scope statement. These changes could be due to a new customer need/requirement or a miss communication of an existing requirement. Each change must be evaluated to effectively understand the possible impact to resources, time and/or cost.

See Scope Change Request and Evaluation
See Scope Change Request Log

Project Issues

Day to day issues will be entered on a project issues log as an interim solution until further discussion can take place among the team. Each issue could result in the addition of a new activity to the WBS, a risk to be evaluated in the Risk Management Plan, or a change to be managed through the Change Control Plan.

See Project Issue Log

Scope Statement Template

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Project Definitions

PROJECT TITLE	
PROJECT MANAGER	
PROJECT TEAM MEMBERS	
GOALS/OBJECTIVES	
SCOPE STATEMENT	
ASSUMPTIONS	
MAJOR RISKS	
DELIVERABLES	
ACCEPTANCE CRITERIA	
PHASES	
KEY MILESTONES	
KEY RESOURCE REQUIREMENTS	
EXTERNAL CONSTRAINTS	
RELATED PROJECTS	

Project Release Status Report

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

PROJECT MANAGER	CURRENT PROJECT PHASE	SUPPORTING DOCUMENTATION ATTACHED? ☐ Yes ☐ No	WEEK ENDING DATE

Report Information

Status Changes from Last Report	✓	Explain
Assumptions	☐	
Scope	☐	

Schedule Information

High-Level Phase Deliverable	Original Complete Date	New Est. Complete Date	Actual Complete Date	Explanation

Budget Information

Project Tracking Element	YTD Budget	YTD Actual	YTD Diff.	% Diff.	Explanation

Deliverable Information

COMPLETED DELIVERABLES
DELIVERABLES DUE NEXT PERIOD

Work Breakdown Structure Template

Project Management WBS Template						
ID	Task Name	Duration	Start	Finish	Pred	Resource
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
2	Define Requirements	3d	1/9/98	1/13/98		
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
4	Meet to Baseline Requirements (several meetings)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
6	Perform Analysis	4d	1/14/98	1/19/98		
7	Analyze Requirements Document	1d	1/14/98	1/14/98	5	BST
8	Produce/Distribute Updated Requirements Document	1d	1/15/98	1/15/98	7	BST
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
10	Analyze/Finalize Updated Requirements Document	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code, unit test)	1d	1/20/98	1/20/98	10	All
12	Perform Testing	5d	1/20/98	1/26/98		
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
14	Perform Internal Testing (systems, integration)	1d	1/21/98	1/21/98	13, 11	All
15	Perform External Testing	3d	1/22/98	1/26/98		
16	Perform Network Validation Testing (NVT)	1d	1/22/98	1/22/98	14	All
17	Perform End to End Testing	1d	1/23/98	1/23/98	16	All
18	Perform Stress/Volume	1d	1/26/98	1/26/98	17	All
19	Make Go/No Go Decision	1d	1/27/98	1/27/98	18	All
20	Deploy Release/Cut Over	11d	1/15/98	1/29/98		
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
22	Develop Migration Plan Old to New (60-90 days) (Freeze Old Code)	1d	1/28/98	1/28/98	19	All
23	Perform Cut-Over	1d	1/28/98	1/28/98	19	All
24	Develop Post Implementation Audit Report	1d	1/29/98	1/29/98	23	All
25	Perform Training	8d	1/20/98	1/29/98		
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All
27	Develop Training Package	1d	1/21/98	1/21/98	26	All
28	Train Users	1d	1/29/98	1/29/98	23	All

To Do List by Resource as of 2/10/98

ID	Task Name	Duration	Start	Finish	Predecessors	Resources
Week of Jan 4						
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
Week of Jan 11						
4	Meet to Baseline Requirements (several mtgs)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
Week of Jan 18						
10	Analyze/Finalize Updated Requirements Doc	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code)	1d	1/20/98	1/20/98	10	All
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All
14	Perform Internal Tests (systems, integration)	1d	1/21/98	1/21/98	13, 11	All
27	Develop Training Package	1d	1/21/98	1/21/98	26	All
16	Perform Network Validation Testing (NVT)	1d	1/22/98	1/22/98	14	All
17	Perform End to End Testing	1d	1/23/98	1/23/98	16	All
Week of Jan 25						
18	Perform Stress/Volume	1d	1/26/98	1/26/98	17	All
19	Make Go/No Go Decision	1d	1/27/98	1/27/98	18	All
22	Develop Migration Plan Old to New	1d	1/28/98	1/28/98	19	All
23	Perform Cut-Over	1d	1/28/98	1/28/98	19	All
24	Develop Post Implementation Audit Report	1d	1/29/98	1/29/98	23	All
28	Train Users	1d	1/29/98	1/29/98	23	All

To Do List by Dates as of 2/10/98

ID	Task Name	Duration	Start	Finish	Predecessors	Resources
1	Obtain Executive Commitment	1d	1/9/98	1/9/98		All
3	Gather/Analyze Existing Documentation	1d	1/9/98	1/9/98		All
4	Meet to Baseline Requirements (several mtgs)	1d	1/12/98	1/12/98	3	All
5	Produce Baseline Requirements Document	1d	1/13/98	1/13/98	4	All
7	Analyze Requirements Document	1d	1/14/98	1/14/98	5	BST
8	Distribute Updated Requirements Document	1d	1/15/98	1/15/98	7	BST
21	Develop Recovery Plan (Back-Out)	1d	1/15/98	1/15/98	23FS-10d	All
9	Meet to Understand Updated Requirements Document	1d	1/16/98	1/16/98	8	All
10	Analyze/Finalize Updated Requirements Doc	1d	1/19/98	1/19/98	9	All
11	Perform Coding/Construction (design, code)	1d	1/20/98	1/20/98	10	All
13	Create Test Plans	1d	1/20/98	1/20/98	10	All
26	Develop Training Plan	1d	1/20/98	1/20/98	10	All

Project Team Roster

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Guideline: Use this roster format as guidance, expanding or condensing as necessary.

Project Management

PROJECT MANAGER	EMAIL	PHONE	PAGER	FAX

Sponsor/Stakeholder

PROJECT SPONSOR	EMAIL	PHONE	PAGER	FAX
STAKEHOLDER(S)	EMAIL	PHONE	PAGER	FAX

External Project Support

NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX

Project Team

NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX
NAME	EMAIL	PHONE	PAGER	FAX

High-Level Risk Assessment

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	EVALUATOR (PRINT)	SIGNATURE	DATE PREPARED

Instructions: Put a check in the column that provides the best answer. Use the attached sheets for an explanation of each item. After all items have been evaluated, provide an overall risk assessment based on the individual responses.

High-Level Risk Assessment

Risk Category	Level of Risk			
	Not Applicable	Low Risk	Moderate Risk	High Risk
Strategic importance				
Management support				
Budget availability				
Resource availability				
Project manager availability				
Time frame				
Clarity of and agreement on project objectives				
Participation in project definition				
Customer interest and involvement				
User involvement				
Technical complexity				
Technology maturity				
Relevant experience				
Supplier/contractor involvement				
Major obstacles				
OVERALL RISK				

Guidelines

Strategic Importance	Assess the strategic importance of the project. How essential is it to the planned corporate objectives or to the maintenance of current operations? The less essential the project, the greater the risk that it will not receive sufficient support and attention. Low Risk: The project has substantial strategic importance; it has either been mentioned directly as a major initiative or directly supports a major initiative. Moderate Risk: Failure to complete the project would jeopardize the achievement of major initiatives. Project sponsors would designate the project as “necessary.” High Risk: The project does not directly relate to any major strategic initiatives. Project sponsors would designate the project as “nice to have.”
Management Support	Determine the extent to which management throughout the company actively supports the project. Management support is essential if the project is to be effectively carried out. Management provides the resources by which the project is accomplished. Low Risk: Management in all organizations that will participate in the project actively supports the project initiative and willingly commits resources to the effort. Moderate Risk: Project sponsor provides strong support and establishes momentum among other managers who control resources. High Risk: Project sponsor is not strongly interested; no significant management attention or interest from any side.
Budget Availability	Evaluate the availability of funding to support the project. Determine whether funding will be available in the time frame necessary to carry out the work. Ensure funding is available for all resources—people, suppliers, material, computer time, and so on. Low Risk: Funding has been identified for the project, matching the time frame in which funds are required. Moderate Risk: Funding has not been identified specifically for the project; however, funding is available within established budgets and management has approved its use. High Risk: Funding has not been identified for the project, and funds are tight or unavailable within existing budgets.
Resource Availability	People are the most critical resource for the project. Evaluate the availability of human resources, assessing not only whether the required number of people are available but whether the right types of skills and experience levels are also available. Low Risk: A project team has already been identified with the requisite skills; team members have been committed to the effort. Moderate Risk: Project team members have not been identified specifically. Most skills are thought to be readily available within the company. High Risk: Project team members have not been identified. Resources are scarce, and obtaining the necessary skills will be difficult in the required time frame.
Project Manager Availability	The availability of a qualified project manager will increase the chances of project success. Assess whether a project manager is available and will be assigned to the project. Low Risk: A project manager has already been identified for the project and is available in the required time frame. Moderate Risk: A project manager has not been specifically identified, but qualified project managers are available. High Risk: No qualified project manager is available to assume responsibility for the project.

Time Frame	Assess the time frame in which the project is required. Tighter time frames increase overall project risk. There should be sufficient time to plan the project thoroughly and to accomplish all project tasks. Low Risk: There is sufficient time available for project planning and project execution, including provision for a reasonable amount of slack time to accommodate unforeseen delays. Moderate Risk: There is sufficient time for project planning and project execution, assuming an optimized schedule with an aggressive critical path. High Risk: Even with the most aggressive scheduling, the project time frame is unrealistic. Deadlines will possibly result in cutting corners to meet the schedule.
Clarity of and Agreement on Project Objectives	Assess the degree to which project objectives have been defined clearly. If the objectives are not clear, it is unlikely that the project will be carried out successfully. Also important is the extent to which the project objectives have been communicated and bought into by the company's organizational elements that will contribute to or support the project. Low Risk: Project objectives are clearly defined, have been communicated throughout relevant organizations, and have been agreed to. Moderate Risk: Project objectives have been generally defined, and there is general agreement with them. There is no detailed description of the objectives, however. High Risk: Project objectives have not been defined, or there is substantial disagreement with them among the organizations.
Participation in Project Definition	Determine whether the project has already been defined or if the project manager and project team will be allowed to participate in the project definition. Projects that are defined and handed to the project team are generally more difficult to complete than projects in which the project team participates in the project definition process. Low Risk: There is no current project definition; the project team will be a key player in the project definition process. Moderate Risk: There is a current project definition; however, the project team will have an opportunity to review and revise that definition during the planning process. High Risk: The project definition is already established; the project team will have no opportunity to revise it.
Customer Interest and Involvement	Evaluate the level of interest in the project on the part of the project's ultimate customer. Will the customer materially participate in the project's implementation? Customer interest and involvement is an important element in ensuring the project is completed as planned. Low Risk: The customer is actively interested in the project, has assigned a point of contact, and intends to participate in key project activities. Moderate Risk: The customer is interested in the project and intends to participate in some project activities. High Risk: The customer expresses little or no interest in the project and has no interest in participating in project activities.

User Involvement	Determine the extent to which users will be involved in the project. User participation can enhance the design and development processes and can streamline the project validation process. Low Risk: Users will definitely be involved with the project. A user team has been identified, and provisions have been made to provide adequate user participation. Moderate Risk: Users will likely be involved with the project; however, no specific plans have been made for their participation. High Risk: Users are unavailable to participate in the project.
Technical Complexity	The level of technical complexity is a direct contributor to overall project risk. Assess the complexity of the project with regard to the project's size, the type of system to be developed, the number of organizations that will participate, and the difficulty of the task. Low Risk: The project is technically straightforward. The system is limited to a specific application with little crossover or interface with other systems and applications. Moderate Risk: The project presents a technical challenge. The requirement is difficult to solve, or the system will perform multiple functions in concert with other systems. High Risk: The project is extremely difficult technically. There are substantial integration requirements with other systems.
Technology Maturity	Mature technology is easier to work with than emerging technology. Assess the level of maturity of the technology to be used in the system. Does the technology currently exist? Has it been proven in other applications? Will the technology be developed during the course of the project? Low Risk: Virtually all the technology to be used on the project has been used in other, proven applications. Moderate Risk: Most technology has been used in other applications. There will be some technology development during the project but that will be limited to specific functions and areas. High Risk: Most project technology will be developed during the project and must be proven during the validation and testing process.
Relevant Experience	Organizations that have experience with similar projects can complete projects with less risk than organizations doing a project for the first time. Determine whether the company has experience with projects that relate to or are similar to the contemplated project. Low Risk: The company has substantial experience with related or similar projects and can apply that experience to the current project. Moderate Risk: The company has some experience with related projects. High Risk: This is the first project of this type that the company has undertaken.
Supplier/ Contractor Involvement	Involving suppliers or contractors in the project can increase the risk, especially if the company has not worked with those organizations before. Determine the extent and anticipated difficulty of supplier involvement. Low Risk: Either few or no suppliers will be involved, or all suppliers have worked with BST on previous projects. Moderate Risk: Some suppliers will be involved; most will have worked with the company on previous projects. High Risk: Many suppliers will be involved. A significant number will not have worked with the company on previous projects.

Major Obstacles	Assess any other major obstacles that may exist. Identify the obstacles and whether it appears that they may be overcome. Low Risk: Few major obstacles exist; for those that exist, there are clear solutions. Moderate Risk: Some major obstacles exist; there are clear solutions for most of them. High Risk: A significant number of major obstacles exist for which there are no clear solutions.

Risk Event Assessment and Planning

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

RISK EVALUATOR	WBS REFERENCE	OTHER REFERENCE

Risk Event Title

ENTER ONE-LINE DESCRIPTION OF RISK EVENT

Description

PROVIDE DETAILED DESCRIPTION OF RISK EVENT

Probability

DESCRIBE THE PROBABILITY OF THE RISK EVENT OCCURRING. USE QUANTITATIVE METHODS IF APPLICABLE.

Impact

DESCRIBE THE IMPACT OF THE RISK EVENT. USE QUANTITATIVE METHODS IF APPLICABLE.

Exposure

PROVIDE AN ASSESSMENT OF THE OVERALL RISK. USE QUANTITATIVE TECHNIQUES IF POSSIBLE; OTHERWISE, USE CATEGORIZATION OF SERIOUS, THREATENING, OR MANAGABLE..

Risk Mitigation Strategies

Strategy Description	Strategy Type (Check One)			
	Avoid	Assume	Control	Transfer
ENTER A DESCRIPTION OF THE PREVENTATIVE STRATEGIES AND CONTINGENCY PLANS FOR THE RISK.				

Scope Change Request and Evaluation

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

(The following information must be filled in by the project manager)

Scope Change Request Information

CHANGE REQUEST NUMBER	DATE CHANGE REQUEST INITIATED	RESULTING CHANGE ORDER NUMBER	PROJECT LIBRARY FILE NUMBER

PRIORITY

☐ High ☐ Medium ☐ Low

General Information

SUPPLIER	CUSTOMER	CHANGE NAME (DESCRIPTION)

REFERENCES

SUBMITTED BY	DATE	INVESTIGATED BY	DATE STARTED	DATE COMPLETED

Impact Analysis

ALL PARTIES AFFECTED	INITIALS/DATE /
SCHEDULE IMPACT	INITIALS/DATE /
COST IMPACT	INITIALS/DATE /
QUALITY IMPACT	INITIALS/DATE /
PROJECT MANAGER'S RECOMMENDATION	INITIALS/DATE /

Scope Change Information

CHANGE APPROVED/REJECTED ☐ Approved ☐ Rejected	DEFERRED TO	DATE

Approved By

CUSTOMER	DATE	BST IT	DATE

Scope Change Request Log

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

General Information

CUSTOMER	PROJECT LIBRARY FILE NUMBER

Log Information

Change Request Number	Priority H M L			Change Name (Description)	Assigned To	Date Opened	Date Approved	Date Closed	Cost Impact	Schedule Impact
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							
	☐	☐	☐							

Project Issues Log

Document Preparation Information

PROJECT NAME - RELEASE NUMBER	PREPARED BY (PRINT)	SIGNATURE	DATE

Log Information

Issue ID	Issue Name/Description	Severity	Assigned to	Date Open	Follow-Up Date	Date Closed	Resolution

BST Maintenance/Defect Notification Document

Document Preparation Information

PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED

Maintenance Notification

Effective Date	Interface (s) Impacted	Identification #	Explanation

Defect Notification

Effective Date	Interface (s) Impacted	Identification #	Explanation

BELLSOUTH DEFECT NOTIFICATION (SAMPLE)

PREPARED BY: _____ DATE PREPARED:

CHANGE REQUEST ID:

DATE IDENTIFIED:

DEFECT TYPE: ☐ DOCUMENTATION ☐ ELECTRONIC INTERFACE ☐ MANUAL

INTERFACES IMPACTED:

PRE-ORDERING: ☐ LENS ☐ TAG ☐ CSOTS

ORDERING: ☐ EDI ☐ LENS ☐ TAG ☐ LNP

MAINTENANCE: ☐ TAFI ☐ EC-TA LOCAL

DOCUMENTATION IMPACTED: ☐ YES ☐ NO

EXPLANATION OF DEFECT:

WORKAROUND:

RESOLUTION:

Preliminary Priority List

Company Name: _____

CCCM: _____

Date Submitted: _____

Change Review Meeting Date: _____

Check Interfaces Used:

☐

LENS

☐

TAG

☐

EC-TA

☐

Manual

☐

EDI

☐

TAFI

☐

CSOTS

If you do not use an interface, do not rate the request.

Rate request on a scale of 1 to N, with N being the greatest. Rate by Category for each interface your company uses.

Pending Change Requests to be Prioritized			
Category	Rating	Interface	Change Request Log #
Pre-Ordering			
Ordering			
Maintenance			
Manual			

Monthly Status Meeting Agenda Template

Opening.....	5 Minutes
<i>Facilitator/BellSouth opens meeting.</i>	
Regulatory Issues.....	10 Minutes
<i>Review any issues that could impact Change Request(s) prioritization. This may include FCC rulings, PSC rulings or Industry Changes.</i>	
Change Request Status:	40 Minutes
New	
Pending	
Scheduled	
Implemented	
Canceled	
Defects	
<i>Review status of all change requests</i>	
Release Management & Implementation Status.....	15 Minutes
<i>Review status of scheduled Releases.</i>	
Issues/Action Items.....	15 Minutes
<i>Re-cap any issues and action items surfaced during the meeting. Each item is assigned an owner and a follow-up date.</i>	
Adjourn.....	5 Minutes
<i>Facilitator/BellSouth reviews next steps.</i>	

Change Review Meeting Agenda Template

Opening.....	10 Minutes
<i>Facilitator/BellSouth opens meeting.</i>	
Change Request Log Status.....	30 Minutes
<i>Change Requests to be reviewed will have a status of “P” for Pending and will follow the process flow as outlined in Part 2 – Detailed Process Flow.</i>	
Regulatory Issues.....	30 Minutes
<i>Review any issues that could impact Change Request(s) prioritization. This may include FCC rulings, PSC rulings or Industry Changes.</i>	
Release Management & Implementation Status.....	30 Minutes
<i>Review status of scheduled Releases.</i>	
Recycled Change Request(s).....	30 Minutes
<i>Determine priority disposition of Change Request(s) that are on the Candidate Request List, but have not been scheduled for a target release.</i>	
Presentation of Change Requests.....	20 Minutes/Request
<i>The presentation of each Change Request is limited to 20 minutes. The initiator of the request is allowed a maximum of five minutes of presentation time followed by a question and answer session not to exceed 15 minutes. Change Requests will be presented and prioritized by Interface.</i>	
Develop Candidate Change Request List.....	60 Minutes
<i>Participating companies will vote on the final prioritization of the Change Requests as indicated in the Change Review Section of the Change Control Process Document. Change Requests to be submitted for sizing and sequencing will be placed on the Candidate Change Request List along with the “Need-by-Date”.</i>	
Present Outputs.....	10 Minutes
<i>Re-cap of final prioritization and Change Requests submitted to the Candidate Change Request List.</i>	
Issues/Action Items.....	15 Minutes
<i>Re-cap any issues and action items surfaced during the meeting. Each item is assigned an owner and a follow-up date.</i>	
Adjourn.....	5 Minutes
<i>Facilitator/BellSouth reviews next steps.</i>	



Change Control Process User Registration Form

Date ____/____/____

Company Name _____

CCCM Assigned _____ Phone _____

CCCM Alternate _____ Alt Phone _____

CCM E-mail Address _____ Fax _____

CCM E-mail Alternate _____ Alt Fax _____

To receive Change Control correspondence, as well as system outages and defect notifications, you must subscribe to the BellSouth List Manager. To subscribe to the list manager, the CLEC should send an email to:

List.Manager@bridge.bellsouth.com

With the Subject Line: **SUBSCRIBE CCP**

It is not necessary to include a message with the email being sent, as the system will automatically subscribe the participant by using the sender's email address.

Interfaces Currently Used:	☐ Pre-Ordering	☐ Ordering	☐ Maintenance	☐ Manual
	☐ LENS	☐ EDI	☐ TAFI	
	☐ TAG	☐ LENS	☐ EC-TA Local	
	☐ CSOTS	☐ TAG		

Comments _____

Form Completed By
(Signature) _____

Minimum requirements to participate in the Change Control Process: Word 6.0 and Excel 5.0 or greater, Internet E-mail address, Web access

Attachment C-6

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.



Change Control Process User Registration Form

RETURN TO:

BCCM
FAX 205-321-5160

OR

Valerie Cottingham
8th Floor
600 No. 19th Street
Birmingham, AL 35203



Change Control Process CR LOG Legend

CR LOG #	Log number assigned to each change request.
Status	Status of change request: N=New (being reviewed for acceptance), P=Pending (accepted-to be prioritized), PC=Pending Clarification, S=Scheduled for a Release, I=Implemented in a Release, C=Canceled Request, V=Validated Defect, W=Workaround Identified, CRC=Change Review Complete, RC=Candidate Request for a Release
Type	Type of CR: Type 2=Regulatory, Type 3=Industry Standard, 4=BST Initiated, 5=CLEC Initiated, 6=CLEC Impacting Defect
Title	Title of Change Request
Step 1 Date Sent/Date Received	Date CR was sent/received by Change Control
Step 2 Open & Validate CR (Target Date)	Target date for the Change Control Team to open CR and validate for completeness. Interval is 2-3 business days from date received (for Types 2-5). Interval is 1 business day for Type 6 (defects). During this step, a CR Log # is assigned, acknowledgment notification is sent to originator, CR is reviewed for mandatory fields and completeness.
- Types 2-5 (target is 3 bus days) - Type 6 (target is 1 bus day)	
Clarification Date Sent (if needed)	Date clarification was sent to originator of CR. Clarification times would be in addition to cycle time.
Clarification Response Rec'd Date	Date clarification response was received from originator.
Open & Validate CR (Actual Date)	Actual date CR was opened and validated by Change Control Team.
Step 3 Review CR for Acceptance (Target Date)	For Types 2-5, target date to review CR and determine status (20 bus day interval). CR reviewed for impacted areas. Status codes include: Pending, Pending Clarification or Canceled.
- Types 2-5 (target is 20 bus days) - Type 6 (target is 3 bus days for internal validation, an additional 4 bus days to develop workaround if, applicable)	For Type 6- status codes include: Pending, Pending Clarification, Validated Defect, Workaround Identified or Canceled.
Clarification Sent Date (if needed)	Date clarification notification was sent to originator of CR. Clarification times would be in addition to cycle time.
Clarification Response Rec'd Date	Date clarification response was received from originator.
Review CR for Acceptance (Actual Date)	Actual date CR was accepted or results provided to originator for review/discussion.
	Date CR was canceled and notification provided to originator/CLEC community.

Attachment C-7

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.



Change Control Process CR LOG Legend

	NOTE: the originator at any step in the process can cancel a CR.
Cancel CR Notify Date	
Step 4 Prepare for CRM (Target Date) 5-7 business days prior to CRM date Prepare for CRM (Actual Date)	Target date for the Change Control Team to prepare for the Change Review Meeting (prioritization meeting). Target date is to provide CLEC community with updated Change Request Log and meeting details 5-7 business days prior to CRM meeting. Actual date CRM details were provided to CLEC community.
Step 5 CR Meeting Date (Actual)	Actual date of Change Review Meeting.
Step 6 Doc Chg Rev Mtg Results (Target) 2 business days Doc Chg Rev Mtg Results (Actual)	Target date for Change Control Team to provide the meeting minutes from the Change Review Meeting to CLEC community (2 bus day interval). Actual date meeting minutes were distributed to CLEC community from Change Review Meeting.
Step 7 Internal Change Mgmt Process (Target Date) 30 business days Internal Change Mgmt Process (Actual Date)	Target date for CLECs/BST to perform analysis, impact, sizing and estimating activities for the Candidate Change Requests that were prioritized in the Change Review meeting. Target interval is 30 business days. Actual date that CLECs/BST complete the Internal Change Management Process of analysis, impact, sizing and estimating activities for Candidate Change Requests.
Step 8 RPM (Actual Date)	Actual date of Release Package Meeting where Change Control Team presents the proposed scope for the next major release.
Step 9 Rel Pkg Notify (Target Date) 2 business days Rel Pkg Notify (Actual Date)	Target date for Change Control to develop and distribute Release Package Notification via web (target of 2 bus days). Actual date release package notification was posted to web.
Step 10 Rel Imp (Actual Date) Soft Rel Notif (Target Date) 30 calendar days prior to release	Actual date of the Release associated with the CR. Target Date for BST posting Release Notification (target is 30 calendar days in advance of release implementation). Actual date release notification letter is posted to web.

Attachment C-7

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.



Change Control Process CR LOG Legend

Soft Rel Notif (Actual Date) Doc Changes Notif (Target Date) 30 calendar days prior to release Doc Changes Notif (Actual Date)	Target Date for BST posting documentation changes (business rules) associated with a release (target is 30 days in advance of release implementation). Actual Date documentation notification is posted to web.
Doc Updates Only Notif (Target Date) 5 business days prior to documentation posting date Doc Updates Only Notif (Actual Date)	Target date for BST posting notification letter for documentation updates (non-system) changes only. Target is 5 business days prior to documentation posting date. Actual date CLEC notification letter is posted to the web announcing the documentation only changes to be posted.
Notes	Area to document additional status information for each CR (i.e., date workaround notification is provided, escalations, etc.).

Transmittal Cover Sheet for Pate Exhibit RMP-6

This sheet transmits the

February 29, 2000
EICCP Steering Committee Meeting Minutes

which consists of 4 pages.



EICCP Steering Committee Meeting Minutes

DATE: February 29, 2000

MEETING: EICCP Steering Committee

PURPOSE: Review Interim Change Control Process

ATTENDEES

Tyra Colbert, MCI

Brian Rutter, KPMG

Valerie Cottingham, BST

Sandy Evans, Sprint

Jill Williamson, AT&T

Edwardine Marrone - BST

Kevin McAllorum, AT&T

Pat Rand, BST

Mary Conquest – ITC-DeltaComm

Bill Shoemaker, BST

Cassandra Daniels, BST

Cheryl Storey, BST

AGENDA

Agenda This was a follow-up conference call meeting to review BST's input regarding the recommended changes made to the Change Control Process during the February 16-17 workshop.

SUMMARY OF MEETING

TOPIC	DISCUSSION
Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call. - The purpose of the meeting was to discuss the updates from BST internal review of the recommended changes made as a result of the 2/16 and 2/17 workshop. - The BCCM provided a summary of the items that were accepted as a result of the internal BST review. - Those items that were not accepted in total were discussed and for most issues, resolution was reached or was documented in the open issues in these minutes. - Quite a bit of discussion surrounded the defect category. As a result, a type 6 was recommended and accepted by the team. - Another issue was the number of releases. BST will plan on having quarterly releases, and when appropriate point releases as needed. - The following notes include the action items from the workshop and the resolutions agreed to in the meeting. - Another conference call will be needed to discuss the forms and the changes to the forms. Agreement on what and where new items need to be placed will be discussed.

Workshop Action Items	DISCUSSION
	The following outstanding items were carried over from the February 16-17 workshop where recommended changes were made to the Change Control Process including an escalation and defect notification process. Most of these items were addressed during this meeting: 1. Determine types of calls the ECS Group and CSM take from the CLEC client community. (Closed) 2. Determine handling of System Outages. (Closed) 3. Backup support for CSMs. (Open) 4. Regulatory statements/changes – will BST notify CLEC community if they are not going to comply or if they plan to apply for extension, etc. (Open) 5. Escalation process – determine who will send the acknowledgement to the CLEC (AVP, VP or Change Control Team). (Closed) 6. Transitioning to the new process. (Open) 7. Test environment for CLECs. (Open) 8. More frequent releases. (Closed) 9. When we are making a change to one interface, will BST change all interfaces that would be impacted by that change? (Closed) 10. Retirement of existing interfaces – verify timeframes with OBF. (Open) 11. Proxy voting. (Closed) 12. Amount of time BST needs to develop a workaround for Type 1, Severity 2 defects. (Closed) 13. Provide ECS contact information. (Closed) 14. Web posting of release status and release notification information. (Open) 15. Jill Williamson (AT&T) to submit a change request to revisit EDI/TAG testing guidelines. (Open)

Workshop Changes	
	The following CLEC requests have been incorporated into the <u>Interim Change Control Process</u>: • Manual processing requests • Added TAG interface • Eliminated Steering Committee • BCCM is the point of contact for Change Requests Types 2-6 • Multiple change requests • Emergency defects – system outage handling and notification process • Joint Change Request prioritization for Types 4 & 5 • More frequent status meetings (monthly) • Eliminated the need for submitting draft priority list in advance • Improved intervals for accepting Change Request for prioritization • Improved CLEC number of participants • Included Defect Notification & handling process • Included Escalation Process • Detailed contact information for all Change Request types and escalation levels • Clear and defined intervals for notifications • Increased BST FTE to manage Change Control Process • Improved Communications and Notifications

Process Changes/Review	DISCUSSION
	Each section of the Interim Change Control Process was reviewed. Changes agreed upon are reflected in the Action Items. For Type 1 System Outages, BST is working to combine the Electronic Communications Support (ECS) Helpdesk and EDI Helpdesks.

Future Meetings	
	It was agreed that we would schedule monthly status meetings and incorporate prioritization meetings with the status meetings as needed. BST is moving toward a quarterly release schedule and point releases as needed.

CLEC Concerns	
	The following concerns were expressed by the CLECs: • E-mail notifications. BST should send a notification via email to indicate that a notification has been posted to the web for Type 1 System Outages. • Escalation to Sales Group versus IT/Operations. • Defect Notification process • Process does not address all areas of severity • Web posting

Summary of Requested Changes	
	The Change Control Team will make the following changes to the Interim Change Control Process document: • Include billing under “Objectives” in the Introduction section • Change number of participants for the meetings. Each party may bring the number they feel needed to represent their positions. • Remove the sentence under the CCCM description associated with thirty-three days. • Change the cycle time for Step 3 to 15 days (Types 2-5). • Add Type 6 – CLEC Impacting Defects. Remove “defect resolutions” from Types 4 & 5. • Include verbiage to indicate that escalation applies in all phases of the process flows. • For Defect Notifications, remove the statement “this may be adjusted according to defect complexity” for Step 4 Cycle time. • Define Step 4 for defect notification to include how the workaround will be communicated to the CLEC (i.e., conference call). <u>Other Action Items :</u> • BST is currently looking at incorporating the initial notification for Type 1 System Outages via email to all impacted CLECs. • CSM after hours support to report defects.

	• OBF timeframes regarding retirement of interfaces. • Copy of notification templates for next meeting. • Status of pending change requests for AT&T.

<i>Closure</i>	<i>DISCUSSION</i>
	Our next conference call will be rescheduled due to the Loop Qualification & ADSL/HDSL electronic ordering meeting that will take place on March 21. The rescheduled date for the next Steering Committee conference call is Thursday, March 23, 2000 at 9:00 AM – 12:00 EST. The conference bridge is: 205-969-4212, access code 8719. Implementation of the Interim Change Control Process is targeted for April 2000.

Transmittal Cover Sheet for Pate Exhibit RMP-7

This sheet transmits the
Carrier Notification Letter SN91081679
which consists of 1 page.

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification**SN91081679**

Date: March 23, 2000

To: Competitive Local Exchange Carriers (CLEC)

Subject: Change Control Process (CCP)

The BellSouth Electronic Change Control Process (EICCP) will be enhanced and renamed the Change Control Process (CCP). The following changes are proposed by the EICCP Steering Committee:

- BellSouth - initiated changes that affect CLECs.
- A synchronization of manual and electronic interfaces.
- Recognized software and documentation defect notification processes.
- Formalized escalation processes.
- Prescribed system outage processes.

The Interim Change Control Process documentation was posted to the Web on March 22, 2000, for your review at the following Web site:

<http://www.interconnection.bellsouth.com/markets/lec/eiccp/eiccp.html>

Please provide comments and/or questions to the Change Control Management Team at Change.Control@bridge.bellsouth.com by no later than April 10, 2000.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley – Senior Director
Interconnection Services

Transmittal Cover Sheet for Pate Exhibit RMP-8

This sheet transmits the
Carrier Notification Letter SN91081733
which consists of 1 page.

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification**SN91081733**

Date: April 14, 2000

To: Competitive Local Exchange Carriers (CLECs)

Subject: BellSouth Change Control Process (CCP) Web Site

Effective Monday, April 17, 2000, BellSouth will implement its Interim CCP. This process will allow BellSouth and CLECs to manage requested changes to the BellSouth Local Interfaces. The Interim CCP will also provide for the identification and resolution of issues related to Change Requests.

In an effort to provide enhanced communication to the CLEC community, BellSouth will implement a new Web site for the Interim CCP. This new Web site will contain general information about Interim CCP, all documentation, including appropriate Change Request forms. The Web site will also provide data regarding current status of Change Requests, system outage log and defect notifications. The new Web site will be available on Monday, April 17, 2000, and will be located at the following address:

<http://www.interconnection.bellsouth.com/markets/lec/ccp>

Since the Interim CCP may be new to some CLEC participants, a Power Point training presentation is available under the "Processes" section of the CCP Web site at the address detailed above.

In addition, Interim CCP will begin email notification for system outages and defect notification. Currently, e-mail notification is sent to those CLECs that have registered with BellSouth to participate in the Interim CCP. To join Interim CCP, complete the User Registration Form, RF1874, located on the CCP Web site and send via email or fax to Interim CCP's mailbox at change.control@bridge.bellsouth.com. BellSouth encourages all CLECs to manage the subscription of their appropriate participant for email notification. It is BellSouth's goal to provide the most accurate and timely notification to its CLEC customers.

Please contact your BellSouth account team representative with any questions.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley – Senior Director
Interconnection Services

Transmittal Cover Sheet for Pate Exhibit RMP-9

This sheet transmits the
June 26, 2000 CCP Monthly Status Call Minutes
which consists of 10 pages.



Change Control Process Monthly Status Meeting Minutes

DATE: June 26, 2000

MEETING: Monthly Status Call

PURPOSE: Review Status of Pending/Approved Change Requests

ATTENDEES

Tyra Colbert, WorldCom	Steve Murray, Rhythms	Valerie Cottingham, BST
Sandy Evans, Sprint	Brian Rutter, KMPG	James Hunter, KPMG
Ron Thompson, Nextlink	Steve Hancock, BST	Shamone Stapler, ITC-DeltaCom
Annette Cook, e.spire	Cheryl Storey, BST	Jill Williamson, AT&T
Carol Harrison, Impower	Michael McLaughlin, dset	Rhonda Calvert, Adelphia
Peggy Rehm, Nightfire	John Duffey, FL PSC	Mubeen Saifullah, Nightfire
Brenda Files, BST		Phyllis Burt, Quintessent
		Mickey Dossey, Quintessent

AGENDA

Agenda Review status of pending/approved Change Requests (including defects), review current Release Management statuses and discuss Interim Change Control Process.

SUMMARY OF MEETING

Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call: • Review of outstanding action items • Review regulatory mandates • Review status of pending/approved Change Requests • Review status of pending defects • Report of system outages • Review current Release Management statuses • Open Discussion – Interim Change Control Process • New Issues/Action Items
Regulatory Mandates	CR0059 – Change TN Reservation Period to 45 days (pre-ordering functionality) FCC Docket # 99200 Order # FCC00-104 Posted 6-16-00 Order becomes effective July 17, 2000
Outstanding Action Items	1) Owner: BellSouth (OPEN) Tyra Colbert – Worldcom has asked that BellSouth investigate application to application version availability issues such as a) when will an older version of an interface be de-commissioned, b) does BST keep two versions operating at all times. Tyra asked that BellSouth include verbiage in the Interim CCP document addressing these issues and related versioning intervals. Status: BellSouth does maintain two TCIF issues (versions). BellSouth developing verbiage for Interim CCP guide & will present to CLECs for input. 2) Owner: BellSouth (OPEN) As a result of the discussion around the Expedited Feature process, the CLECs requested additional time to review the draft of this process. BellSouth requests that the CLECs send all comments and suggestions to Change Control. BellSouth will conduct another CLEC conference call to review comments and have further discussion. Status: BellSouth reviewing comments from CLECs. Plan to conduct another CLEC conference call in the July timeframe to review. 3) Owner: BellSouth (OPEN) CLECs are requesting that the communication of the test window for testing new releases be included in the Change Control Process. Status: CLECs provided clarification that they would like Change Control to communicate what the test window is for when new releases are implemented. For example, is it a 30 day window or a 2 day window. Also include the test window for point releases. Is there a standard? What is the BellSouth schedule for testing (i.e., code, systems, etc.) 4) Owner: BellSouth (CLOSED) CLEC Distribution list will be sent to the CLECs for validation of appropriate participants. Status: Distribution list sent 5-26-00. 5) Owner: AT&T (OPEN) Jill Williamson to provide porting examples for CR # EDI0812990004. Jill advised she would provide examples during the 6/28/00 Change Review Meeting.

New Change Requests (Types 2-5)	ORD030200_001 – UNE via ASR21 Status: Clarification provided by AT&T on 6-20-00 to include capability for Enhanced Extended Loops (EELs) ordering via the ASR. Change Control stated BellSouth's position regarding this request. Today you can order interoffice trunking via the ASR, but not loops. The LSR is the ordering document to be used to support all requests for which the CLEC/IXC/Customer resales services or collects revenues from an end user customer. Local UNE Loops are handled by the LCSC using the LSR. There are no plans to use the ASR for UNE products handled by the LCSC. EELS should be ordered on the LSR. The exception is for bulk conversion of existing access EELs to UNE EELS. There is a spreadsheet that can be completed by the CLEC and they will be converted. Jill (AT&T) has requested that BellSouth provide a specific list of fields and rules that are not contained in ASR21 or higher that BellSouth would need to process a UNE Loop or EELS. Change Control will coordinate a conference call with BST and interested CLECs to discuss further. Change Control will also obtain additional information about the conversion spreadsheet and share with CLEC community. ORD032700_001 – Post-FOC Clarification Status: Escalated to 2nd level. BST investigating other ways information can be validated before orders are submitted. Following up for status. EDI030200_001 – LNA of C Status: Jill (AT&T) advised this request could be canceled. CR0012 – TAFI Functionality via ECTA Interface Status: Jill (AT&T) advised this request could be canceled. CR0018 – USOC Segmentation Status: The CLEC USOC Manual can be downloaded from the web with the pdf format for read/printing purposes. The .csv file can be downloaded and manipulated. Change Control continuing investigation for res/bus indicators. CR0027 – FOC on ReqTyp CB not displaying listing order information (manual orders) Status: Provided BST response on 6-9 to originator for review and feedback. CR0028 – Document LSOG 2 & 4 Differences Status: Provided BST response to originator 6-8-00 for review and feedback. Too costly and labor intensive for BST to create and maintain. The LSOG forms are the property of ATIS. BellSouth does not establish the differences. The BBR-LO is the tool to use for populating the LSR for LSOG 4. Shamone (ITC Deltacom) to check with Mary Conquest for status. CR0033 – EDI Multiple ReqTyp Enhancement Status: Pending Clarification for examples of what is submitted manually today. CR0040 – Order Tracking Request Status: Provided BST response to originator on 6-21-00 for review and feedback. Change Control to confirm if order tracking information would be provided real time. Jill (AT&T) to also review BST response to see if she has additional questions. Jill advised there is a LSR report that reflects all the order tracking information they are requesting; however the information is not real time. If it is confirmed that the tracking information would be real-time and if there are no additional issues/concerns, this CR will be added to the prioritization list for the 6/28 meeting.

CR0044 – LENS Calculate Due Date Enhancement

Status: Pending Clarification for additional information.

CR0046 – EDI Reject Process Modification

Status: Provided BST response to originator on 6-9-00 for review and feedback. Currently in 1st level escalation. Fatal rejects were designed to prevent delays in the processing of the LSR. If these rejects were reduced or removed, the LSR could further delay the process by containing incomplete required fields which would cause the LSR to have to be re-submitted numerous times and could impact systems on the backend, thereby causing the LSR to be rejected later in the process. 1st level escalation response due 6-26-00.

CR0052 – WSOP Field Requirements

Status: Provided BST response to originator 6-9-00 for review and feedback. The WSOP field is an optional field but is only required if there is working service at the end user location and the CLEC does not want to use that service. The CLEC has the option to indicate how the working service should be processed.

CR0053 – CLEC Ordering Guide – LSOG 4

Status: Pending Clarification for recommendations on improvements to the BellSouth Business Rules-Local Ordering guide.

CR0058 – Fraud Management Process

Status: Jill (AT&T) advised this request could be canceled. It has been determined by AT&T's Account Team that AT&T's Interconnection Agreement will handle the 1st part of the change request. The 2nd part of the request should be handled through AT&T's Account Team since it has been determined this is not within the scope of the Interim Change Control Process.

CR0065 – Add LENS 6.3 Tutorial

Status: Change Control to follow up with Trivergent to see if request is still needed.

CR0086 – Ordering EELs via ASR

Status: Tyra (WorldCom) advised this request could be canceled since it is a duplicate of ORD030200_001. ORD030200_001 will be changed to reflect originators of both AT&T and WorldCom.

CR0088 – Unbundled Terminating Wire (UNTW) Loop Service requests via EDI

Status: Currently being reviewed for acceptance.

Pending Change Requests	The following change requests are in “Pending” status and will be prioritized at the June 28, 2000 Change Review meeting: • EDI0812990003 - 411 Drops • EDI0812990004 - One LSR to change the main account number on “J” REQTyp • EDI0812990005 - Handling of Remaining Lines when main account is migrating • TAG0812990001- Provide CFA and NC/NCI via TAG Pre-Order • EDI0812990007 - Lift LEAN/LEATN restrictions • TAG0812990003- Parsed CSR • EDI121599001 - TN vs. RSAG validation • EDI02090001 - Electronically Order Routing to OS/DA • EDI030300_001 – BST Test Environment • CR0002 - Pre-Order/Order Business Rule Discrepancies • CR0003 - RPON Business Rules and Error Messages • CR0014- LENS Screen Change on Change Orders • CR0015 – LENS – ACT of C – Change Basic Class of Service • CR0016 – Service Inquiry Enhancement for SL1, SL2, DS0, DS1 and ISDN loops • CR0020 – View Multiple CSRs Simultaneously • CR0029 – Partial Migration of UNE Loops (ReqTyp A) • CR0030 – UNE to UNE Migrations • CR0031 – Change Listing Account in LENS • CR0038 – TOS Field on LSR ReqTyp J (TCIF 9) • CR0042 – Open IWBAN Field on EU Form • CR0045 – LENS 6.3 Conversion As Is – Not Stripping Non-Resellable USOCs • CR0047 – Display Enhanced MemoryCall Access Number in LENS • CR0062 – Open ReqTyp P/2nd TOS of E to identify Centrex Services (manual) • CR0078 – Extended Loops via EDI • CR0085 – Web-based LSR

Scheduled Change Requests	The following Change Requests are scheduled for upcoming releases: • CR0022 Matrix for Issue 9 Flow-through – 6/30/00 BBR-LO update (target) • EDI0812990001 Electronic ordering for unbundled XDSL loops – Rel. 7.0 (7/00 target) • TAG0812990002 DSL Capability – Rel 7.0 (7/00 target) • OSS011300_001 LNA of G for LENS – Rel 7.0 (7/00 target) • CR0071 ECCKT data on FOC/CN with CLS or CLF – Rel 7.0 (7/00) Target • CR0073 Return ported number on FOC/CN – Rel 7.0 (7/00) Target • CR0074 TAG is requiring the EU-Address in error for ReqTyp E, ACT of C – Rel 7.0 Target (7/00) • CR0075 LESOG is clarifying for 1MBFE in error – Rel 7.0 Target (7/00) • CR0077 Subscription Version Cancellations – Targeted for 8/27/00 • LSR0623990001 Redirection of UNE LSRs in the LCSC – Targeted for 9/17/00 • CR0084 – TAG 2.2.0.8 Security Exception Error Defect – Targeted for Rel. 7.0 (7/00) • CR0090 – EDI/TAG LSR Auto-Clarify – Targeted for LNP Release 4.2 on 7/9/00.

Implemented Change Requests	• CR0054 – Versioning Defect 5.23.00 – implemented 5/24/00. • TAG011700_001 – LNA of G implemented 6/1/00. The following change requests were implemented with Release 6.4 on 6/17/00: • CR0060 – KY NPA Split (606/859) • CR0061 – NC Overlay for 704/980
Canceled Change Requests	The following change requests were canceled during May 2000: CR0025 – Clarification of ATN Usage Rules – clarification only CR0032 – TN Reservation – canceled by originator CR0034 – ACT code “T” (EUMI Field) – clarification only CR0035 – One Page SUP for DD Changes – to be included in a future request CR0036 – Transfer of Call Options – INP REQ TYP B – clarification only CR0037 – AIN Internet Call Waiting – new product offering CR0041 – Documentation of Interface Changes and Releases – Jill (AT&T) confirmed this request could be canceled since this is a BellSouth business practice CR0048 – Fields that can not be changed on a SUP – clarification only
New Defect Change Requests (Type 6)	The following defect change requests statuses are provided: • CR0063 – Incorrect Call Forwarding number given for Memory Call (BellSouth) Status: Open - The defect was unable to be re-created. System test revealed the system is working properly. • CR0066 – Invalid USOC for Basic Class of Service Format-SAE 434 II CREX7/TN (AT&T) Status: Scheduled – BellSouth has determined that this request is not a defect as the system is operating according to the baselined requirements, however due to the nature of this request and its potential impact to other CLECs, BellSouth will implement this as an expedited feature, which will allow the CREX7 to work with Port/Loop Combos. This feature is scheduled for Release 7.0. • CR0067 - Call Return invalid with class of service USOC UEPRX (AT&T) Status: Implemented – A defect was discovered and the rate database has been provisioned to allow Call Return to work with the UEPRX/UEPRL effective 6/2/00. • CR0068 – Pipe-cross USOC defect (AT&T) Status: Open - This was determined not to be a defect in the LNPGW system. The LNPGW is responding/reacting to the LSR based on what is populated on the CSR. However, there is apparently a gap in requirements and BellSouth will open a change request to modify the requirements. • CR0069 – Reserving telephone numbers (BellSouth on behalf of Adelphia) Status: Open – This is not a defect. The ATLAS system is working according to the baselined requirements.

	• CR0070 – Call Forwarding USOC Defect (AT&T) Status: Open - BellSouth determined this not to be a defect. The USOC populated is not valid with the FID provided. The USOC GCE is call forwarding busy line, the CFND FID with RCYC is for call forwarding don't answer. Waiting on CLEC to inform when request can be closed. • CR0072 – LEO SHOULD PULL THE BAN1 FROM THE SERVICE ORDER AND SEND BACK ON THE FOC/CN (BellSouth) Status: Verified - This has been determined as a defect and has been targeted for a future release. • CR0076 - LESOG IS FAILING TO GENERATE PORT SIDE OF ORDER WHEN ADDING LINE (BellSouth) Status: Verified - This has been determined to be a defect and has been targeted for a future release. • CR0079 - TAG IS REQUIRING "INIT" (BellSouth) Status: Open – BellSouth determine that this request is not a defect. The system works per requirements. • CR0080 - LESOG is failing to issue Port Loop Combo accurately (BellSouth) Status: Verified - Electronic System Support (ESS) has determined that this is a defect and will be corrected in a future release. • CR0081 - LESOG is populating an incorrect due date interval on SL1; ACT of A; (ISSUE 9) (BellSouth) Status: Open – BellSouth is still investigating internally using a testing environment.. • CR0082 – LEO IS FAILING TO EDIT FOR LOCQTY (BellSouth) Status: Open – BellSouth requested further clarification from originator. • CR0083 – CUSTOMER SERVICE RECORD ERROR MESSAGE (Advanced Tel) Status: Open – BellSouth has requested further clarification from originator. • CR0089 – RESERVING NUMBERS IN LENS (Advanced Tel) Status: Open – BellSouth has requested further clarification from originator. • CR0087 – "C" Order Process for UNE P – (Sprint) Status: Open – This request was originally sent as a Type 5 but was re-classified at the originator's request. Still under investigation.

Report of System Outages	The following Type 1 System outages have occurred since the last Status Meeting: LENS - 6 TAG – 2 CSOTS – 1 Details of each outage are posted on the Change Control Website at www.interconnection.bellsouth.com.
Release Management Status	The target date for Release 7.0 has changed. Release 7.0 will not be implemented on 7/01. Change Control will advise CLEC community of new target date as soon as it becomes available. Targeted features for Release 7.0: • EDI0812990001 – order xDSL unbundled electronically • TAG0812990002 – mechanize the SI process for xDSL loops • OSS011300_001 - LNA of G for LENS • CR0071 - LEO Sending ECCKT data on FOC/CN in absence of CLS or CLF • CR0073 - LEO should pull ported number & return on FOC/CN • CR0074 – TAG is requiring the End User Address in error for ReqTyp E ACT of C • CR0075 – LESOG is clarifying for 1MBFE in error • CR0084 – TAG 2.2.0.8 Security Exception Error Defect
Upcoming Meetings	The Change Review Meeting is scheduled for Wednesday, June 28, 2000. The Change Review Meeting package was distributed to CLECs June 19, 2000. The next Monthly Status call is scheduled for July 26, 2000. Conference bridge telephone number is 205/970-3743, access code 4736. Conference call is from 9:30 – 11:30 AM Eastern.
Issues – Interim Change Control Process	1) CSM submitting change requests on behalf of CLEC. Change Control is currently copying the CCCM on the Acknowledgment Notification. Should CCP continue with this process, or should CSM refer CLEC to CCCM? CLECs advised to continue with the process of copying the CCCM on the notifications if a request is submitted by a CSM on behalf of the CLEC. Account Teams should also be able to submit requests on behalf of CLECs. 2) Posting of CRs on the web – “2000 Change Requests” vs. “Implemented Change Requests”. Cheryl Storey explained that the CRs on the web are placed in the “2000 Change Requests” section until they are implemented. Then they are moved to the “Implemented Change Requests” section of the web. CLECs were okay with this process. 3) Web – new “Updates” section. Steve Hancock advised that we have added an “Updates” section to the first page of the Change Control web site. This includes at a weeks glance of what changes/additions have been made to the web site. The section updated is reflected and there is a hyperlink to that section. 4) Web – sections password protected. The Release Schedule and Meeting Minutes have been password protected on the web site. The password will change quarterly. Change Control will send a notice out each quarter with the password information. 5) Trial of Interim CCP ends July 17, 2000 Valerie Cottingham mentioned that the trial period ends July 17. At the July monthly status meeting Change Control will be asking for a vote from the CLEC community to make the Interim process a final baselined document. Improvements will continue to be made as we move forward.

	The CLECs advised they would like to finalize the expedited feature process before we vote on the baselined CCP document. The plan is to meet mid-July to discuss the Expedited Feature process.
Action Items	1) Owner: BellSouth (OPEN) BellSouth developing verbiage for Interim CCP guide regarding maintaining two issues (versions) at all times. Verbiage will be presented to CLECs for input. 2) Owner: BellSouth (OPEN) Expedited Feature process. BellSouth will conduct conference call with CLECs mid-July to discuss/finalize expedited feature process. 3) Owner: BellSouth (OPEN) BST to investigate the communication of the test window for when new releases are implemented. 4) Owner: BellSouth (OPEN) Change Control to coordinate conference call with BST and interested CLECs regarding ordering loops/EELS via the ASR21. 6) Owner: BellSouth (OPEN) Change Control to provide information to the CLEC community regarding the conversion spreadsheet available to convert access EELS to UNE EELS. 7) Owner: BellSouth (OPEN) Change Control to provide information on how BST is going to handle LSR0623990001- redirection of UNE LSRs in the LCSC. 8) Owner: BellSouth (OPEN) Change Control to confirm if the ordering tracking information for CR0040 would be real-time. 9) Owner: BellSouth (OPEN) Change Control to check with Renae Stewart on CR0080 to see if this change has been implemented. 10) Owner: BellSouth (OPEN) Change Control to check for a CR submitted by AT&T on 6-19-00 regarding DFDT on FOC. 11) Owner: BellSouth (OPEN) Change Control to provide beta testing information for XDSL to CLEC community.

Transmittal Cover Sheet for Pate Exhibit RMP-10

This sheet transmits the
August 23, 2000 CCP Monthly Status Call Minutes
which consists of 14 pages.



Change Control Process Monthly Status Meeting Minutes

DATE: August 23, 2000

MEETING: Monthly Status Call

PURPOSE: Review Status of Pending/Approved Change Requests

ATTENDEES

Lorraine Watson - WorldCom	Donna Graham – Mantiss	Valerie Cottingham, BST
Sandy Evans, Sprint	Malinda Saxon – Trivergent	Steve Hancock, BST
Jill Williamson – AT&T	Dave Genest – dsl.net	Cheryl Storey – BST
Woody Roe, Albion Connect	Mark Mecca – dsl.net	John Duffey, FL PSC
Steve Murray, Rhythms	Mike McLaughlin – dset	Brian Rutter, KPMG
Shamone Stapler, ITC- Deltacom	John Duffey, FL PSC	James Hunter, KPMG
Mubeen Saifullah, Nightfire	Brian Rutter, KPMG	Rick Woodhouse – KPMG
Phyllis Burt – Quintessent	Kim Gillette – Quintessent	

AGENDA

Agenda Review status of pending/approved Change Requests (including defects), review current Release Management statuses and discuss Interim Change Control Process.

Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call: • Review of outstanding action items • Review regulatory mandates • Review status of pending/approved Change Requests • Review status of pending defects • Report of system outages • Review current Release Management statuses • Open Discussion – Interim Change Control Process • New Issues/Action Items
Regulatory Mandates	CR0059 – Change TN Reservation Period to 45 days (pre-ordering functionality) FCC Docket # 99200 Order # FCC00-104 CR0059 was not included in Release 7.0. The deadline for compliance has been extended until December 2000. Target date for implementation is 4Q00.
Outstanding Action Items	<u>Outstanding Action Items from 7/26/00 Monthly Status call:</u> 1. Owner: BellSouth (OPEN) Finalize Expedited Feature Process Status: To be discussed during today's meeting. 2. Owner: AT&T & WorldCom (OPEN) Advise Change Control on how they would like to pursue UNE via ASR21 change request. Status: AT&T (Jill) advised to leave this change request open. 3. Owner: BellSouth (CLOSED) CR0040 – Order Tracking Request – provide additional clarification on LNP limitations. Status: Information provided to originator on 8/7/00 for review and feedback. AT&T (Jill) advised responses were okay. No additional questions as this time. 4. Owner: BellSouth (CLOSED) Update Release Schedule on CCP Web site and information on the standardization of the releases. Status: 2000 Release Schedule provided to CLEC community on 8/16/00 and posted to the CCP web site. BST normally has 2 to 3 major releases a year (January, June-July and November timeframes). Point releases are scheduled as needed. 5. Owner: BellSouth (CLOSED) Provide requirements to CLECs for CR0092 – DFDT & CHC Defect Request Status: BellSouth provided business rules to CLECs on 8/1/00. 6. Owner: BellSouth (OPEN) Investigate if CLECs can submit a list to the LCSC re: 411 drops. Status: CLECs can call the LCSC and ask to speak with Manager to make arrangements. Jill (AT&T) to provide examples of LNP w/listing. Jill questioned if there will be a standard process for 411 drops. BST to investigate further. 7. Owner: BellSouth (CLOSED) Address the inclusion of other BST ordering documentation in the 30-day or more advance notice

(i.e., EDI Specifications).

Status: EDI Specifications and Pre-ordering business rules will be included in the 30-day advance notice. Currently the TAG API Reference Guide cannot commit to the 30-day advance notice. The TAG API Reference Guide provides the technical specs for building the code. The TAG API reference guide is generated as the code is created. If last minute changes are made, the changes must also be made in the guide.

8. Owner: BellSouth (CLOSED)

Retirement of Interfaces. CLECs request that Change Control provide the notification to give them the opportunity to provide input.

Status: BellSouth will have all retirement of interface notification come through Change Control. Version 1.6 of Interim CCP has been updated.

9. Owner: BellSouth (CLOSED)

Create a “Cancelled” category on the CCP web site to archive cancelled requests.

Status: Category has been added and appropriate cancelled change requests have been moved.

10. Owner: BellSouth (OPEN)

Investigate search/sort capability for CCP web site.

Status: Currently BellSouth is investigating the options available for the CCP site and will be tentatively targeting this enhancement for the end of September.

11. Owner: CLEC Community (OPEN)

Review CR0095 – ECTA Attribute Validation and provide feedback to Change Control.

Status: AT&T (Jill) advised this is working fine as it is today. Will leave CR open for any additional comments from other CLECs.

New Change Requests (Types 2-5)

ORD030200_001 – UNE via ASR21

Status: AT&T (Jill) advised to leave this CR open.

ORD032700_001 – Post-FOC Clarification

Status: Conference call held 8/10/00 with originator and BST SME to discuss options. It was determined that the pending pre-order CR TAG0812990001 (provide CFA information, NC/NCI codes) is a possible solution. If CR TAG0812990001 cannot be included with Release 8.0, Change Control will provide a date on when it can be worked.

CR0012 – TAFI Functionality via ECTA Interface

Status: AT&T advised to leave this request open to continue discussions with BellSouth.

CR0018 – USOC Segmentation

Status: AT&T (Jill) advised this request could be closed. They may re-open at a later time.

CR0033 – EDI Multiple ReqTyp Enhancement

Status: Provided BST response on 8/4/00 to originator for review and feedback. Multiple REQTYPEs (AB/BB) cannot be supported via EDI due to system restrictions as well as OBF Guidelines. However, we understand that this is being allowed today on manually submitted LSRs. This is a training issue that will be addressed with the centers. We will also work jointly with the Account Teams and CSMs in educating the CLECs that for requests types similar to the example submitted (one LSR with a Loop w/NP and a Loop Service page) it would benefit CLECs, as well

as the centers, in processing LSRS if this was sent as a REQTYPE BB with a Loops w/Number Portability Page.

CR0053 – CLEC Ordering Guide – LSOG 4

Status: Pending Clarification for recommendations on improvements to the BellSouth Business Rules-Local Ordering guide.

CR0065 – Add LENS 6.3 Tutorial

Status: Originator advised this CR could be placed on “HOLD” until future updates to LENS are completed. BST provided additional information for consideration to originator on 7-19-00 regarding a new LENS Web-based course. CLECs should be able to register for this course in the September timeframe.

CR0087 – “C” Order Process for UNE-P

Status: CR is currently being reviewed for acceptance regarding changing the internal process for the migration of Retail or Resale to UNE-P.

CR0091 – Add DFDT to the FOC

Status: BST response provided to originator 8/9/00. Currently in escalation process. BST is reconsidering response.

CR0093 – Electronic Change Notifications

Status: Being reviewed for acceptance.

CR0095 – ECTA – Attribute Validation

Status: Open for CLEC comments on whether this is a feature they would like to see implemented.

CR0096 – LENS Enhancement- Add New Listings

Status: Being reviewed for acceptance

CR0104 – LENS Large Account Inquiry

Status: Being reviewed for acceptance.

CR0105 – Drop the RES ID to Requirement for xDSL Order

Status: BST response provided to originator on 8/14/00 for review.

CR0106 – Delay Sunset of LSOG2 xDSL Ordering via Fax

Status: BST response provided to originator on 7/26/00 for review. Originator appeal on 7/26/00. BST response to appeal on 8/11/00. LSOG2 sunset period has been extended until 10/01/00.

CR0121 – Discrepancies in BellSouth Guidelines – CG-LSOR-002

Status: Reclassified as a Type 6 defect change request.

CR0127 – Provide Pending Service Order for CSR via TAG

Status: Being reviewed for acceptance.

CR0131 – Split Billing Requests

Status: Being reviewed for acceptance.

CR0132 – Fielded Completion Notifications

Status: Being reviewed for acceptance.

CR0133 – Migration of UNE-P Notifications

Status: Being reviewed for acceptance.

CR0134 – TN Reservation Display of Switch CLI

Status: Being reviewed for acceptance.

CR0135 – Merging of Accounts

Status: Being reviewed for acceptance.

CR0137 – Flow-Through Change Request

Status: Being reviewed for acceptance.

CR0138 – Fielded Completion Notice.

Status: Originator advised this CR could be canceled – duplicate of CR0132.

CR0139 – TAG API Clarification to Cross Reference Pre-Order Business Rules

Status: Being reviewed for acceptance

CR0140 – Update the Due Date Calculation Intervals in TAG to Match Products/Services Interval (Resale)

Status: Being reviewed for acceptance

Pending Change Requests	The following change requests were prioritized at the June 28, 2000 Change Review Meeting and are in “Candidate Request (RC)” status. • EDI0812990003 - 411 Drops • EDI0812990004 - One LSR to change the main account number on “J” REQ TYP • EDI0812990005 - Handling of Remaining Lines when main account is migrating • TAG0812990001- Provide CFA and NC/NCI via TAG Pre-Order • EDI081290007 - Lift LEAN/LEATN restrictions • TAG0812990003- Parsed CSR • EDI121599001 - TN vs. RSAG validation • EDI02090001 - Electronically Order Routing to OS/DA • EDI030300_001 – BST Test Environment Status: Test Environment is targeted for implementation 4Q00. • CR0002 - Pre-Order/Order Business Rule Discrepancies • CR0003 - RPON Business Rules and Error Messages Status: Advance copy of RPON Business Rules published to CLEC community on 8/16/00. Rules were originally targeted for publishing in the 8/25/00 BBR-LO update and the 8/29/00 LEO-IG Vol 1 update. The publishing date for the BBR-LO has been delayed due to the number of changes. A Carrier Notification letter will be posted with the new publishing date. It is anticipated that the new publishing date will be the week of 8/28/00. • CR0014- LENS Screen Change on Change Orders • CR0015 – LENS – ACT of C – Change Basic Class of Service • CR0016 – Service Inquiry Enhancement for SL1, SL2, DS0, DS1 and ISDN loops • CR0020 – View Multiple CSRs Simultaneously • CR0029 – Partial Migration of UNE Loops (ReqTyp A) • CR0030 – UNE to UNE Migrations • CR0031 – Change Listing Account in LENS • CR0038 – TOS Field on LSR ReqTyp J (TCIF 9) • CR0040 – Order Tracking Request • CR0045 – LENS 6.3 Conversion As Is – Not Stripping Non-Resellable USOCs • CR0047 – Display Enhanced MemoryCall Access Number in LENS • CR0078 – Extended Loops via EDI • CR0085 – Web-based LSR The following change requests are in “Pending” status: • CR0068 – Pipe-cross USOC Status: CR originally submitted as a defect. The LNPGW is responding to the LSR based on what is populated on the CSR. LNPGW to implement feature to modify requirements. Target imp date TBD. • CR0088 – Unbundled Terminating Wire (UNTW) Service Requests via EDI Status: CR to be prioritized at the September Change Review Meeting. CR0101 – Request EDI Pre-Ordering Status: CR to be prioritized at the September Change Review Meeting. CR0113 – LENS Inquiry – View Customer Record Status: CR to be prioritized at the September Change Review Meeting.

	CR0117 – Update Issue 7 Map Due Date Calculation Tables w/information from BST Products & Intervals Guide. Status: CR to be prioritized at the September Change Review Meeting.
Scheduled Change Requests	The following Change Requests are scheduled for upcoming releases: • LSR0623990001 Redirection of UNE LSRs in the LCSC – Targeted for 8/27/00 • CR0059 – Change TN Reservation Period – Targeted for 4Q00 • CR0077 Subscription Version Cancellations – Targeted for 8/27/00 • CR0092 – DFDT & CHC Defect Request – Targeted for 8/27/00 (EDI only) • CR0102 – NUM=TELNO=ACCT is Final Reject – Targeted for Rel 7.1 – 9/16/00 • CR0109 – GA 912/229/478 NPA Splits – Targeted for Rel 7.2 10/14/00 • CR0112 – Conversion As-Is ACT W Defect – Targeted for Rel. 7.1 – 9-16-00 • CR0115 – Partial Pre-Order Query Due Date Calculation – Targeted for Rel 7.1 9/16/00 • CR0116 – Premise Visit Indicator – Targeted for Rel 7.1 9/16/00 • CR0118 – Remove Housenumprefix for TAG API 2.2.0.10 – Targeted for Rel. 7.1 9/16/00

Implemented Change Requests	• EDI0812990001 Electronic ordering for unbundled XDSL loops – Beta testing 7/29/00 • TAG0812990002 DSL Capability – Beta testing 7/29/00 • OSS011300_001 LNA of G for LENS – Rel 7.0 8/12/00 (bus rules to be posted 8/25) • CR0062 Open REQ TYP P/2nd TOS of E to Identify Centrex Services (manual) – 7/18/00 • CR0067 Call Return Invalid with Class of Service USOC UEPRX – Imp. 6/2/00 • CR0071 ECCKT data on FOC/CN with CLS or CLF – Rel 7.0 8/12/00 • CR0075 LESOG is clarifying for 1MBFE in error – Rel 7.0 8/12/00 • CR0076-LESOG is failing to generate port side of order when adding line – Rel 7.0 8/12/00 • CR0084 – TAG 2.2.0.8 Security Exception Error Defect – Imp. 6/20/00 • CR0090 – EDI/TAG LSR Auto-Clarify – Imp 7/9/00 • CR0119 – LESOG Auto clarifying NUM=TELNO-TN not in CRIS – Rel 7.0 8/12/00 • CR0120 – SOCS RT60 Invalid NPA NXX for Routing SUB 001 – Rel. 7.0 8/12/00 • CR0124 – LESOG to Cancel N & D if unsuccessful in generating both – Rel. 7.0 8/12/00. • CR0125 – Receiving error message when placing order to add VCA & RJ11C in LENS – Release
Canceled Change Requests	The following change requests were canceled between July 26 – August 22: CR0046 – EDI Reject Process Modification CR0051 – LENS 6.3 – Expand Service Details for Floating FIDS CR0052 – WSOP Field Requirements Regarding EDI Type Orders CR0072 – LEO should pull BAN1 from Svc Order & Return on the FOC/CN CR0097 – LENS defect CR0114 – TN Reservation Defect CR0138 – Fielded Completion Notice
Defect Change Requests (Type 6)	The following defect change requests statuses are provided: • CR0008 – YPQTY-WPQTY (Iss 7) ReqType –E Reject Code must be 2 numerics – (Deltacom) Status: Open – Currently under appeal. • CR0013 – Date Sent/Century Defect (EDI) – (Nextlink) Status: Open – Validation response provided on 4-20. Waiting on originator to authorize closure. • CR0023 – OSS'99 Ordering Guidelines – (AT&T) Status: Open – Validation response provided on 5-3-00. AT&T has requested that this remain open until all guidelines have been updated. • CR0024 – Hunt Group Defect on a Separate CSR – (Adelphia) Status: Open – Validated as a defect and waiting on originator to authorize closure. • CR0039 – FOC Not Populating Order number on Port Order – (BST on behalf of Albion Connect) Status: Open – Determined to not be a defect. Waiting on originator to authorize closure. • CR0049 – LENS TNs for each PON on bulk order (BST)

Status: Open – Pending clarification.

- CR0050 – LENS 6.3 - # of Directories for white & yellow (BST)

Status: Determined to not be a defect, but will be entered as a feature to be targeted in a future release.

- CR0066 – Invalid USOC for Basic Class of SVC Format – CREX7/TN – (AT&T)

Status: Open – Validated as a documentation defect. Provided a work aid on 8-10 and will be providing additional information on when the documentation will be updated.

- CR0070 – Call Forwarding USOC Defect (AT&T)

Status: Open - BellSouth determined this not to be a defect. The USOC populated is not valid with the FID provided. The USOC GCE is call forwarding busy line, the CFND FID with RCYC is for call forwarding don't answer. Waiting on CLEC to inform when request can be closed.

- CR0073 – LEO should pull Ported number & return on FOC/CN (BST)

Status: Determined to be a defect and will be corrected in a future release TBD.

- CR0074 – TAG is requiring the end user address in error for ReqTyp E: Act of C (BST)

Status: Determined to be a defect and is targeted for a future release TBD.

- CR0079 - TAG IS REQUIRING "INIT" (BellSouth)

Status: Open – BellSouth determine that this request is not a defect. The system works per requirements. Originator has appealed the validation response.

- CR0080 - LESOG is failing to issue Port Loop Combo accurately (BellSouth)

Status: Verified - Electronic System Support (ESS) has determined that this is a defect and will be corrected in a future release.

- CR0081 - LESOG is populating an incorrect due date interval on SL1; ACT of A; (ISSUE 9) (BellSouth)

Status: Open – BellSouth is has determined that this is a defect. LSOG is not establishing the Standard Due date intervals as five business days per requirements. The fix is targeted for a future implementation date.

- CR0082 – LEO IS FAILING TO EDIT FOR LOCQTY (BellSouth)

Status: Open – BellSouth requested further clarification from originator.

- CR0098 – Re-Calculate Due Date Intervals – (BellSouth)

Status: Open – BellSouth has determined that this is not a defect, however additional testing is being performed.

- CR0099 - ORDER MA'D AND SERVICE ORDER INFO DELETED – (BellSouth)

Status: Open – BellSouth has determined that this is not a defect, however the decision is being made as to whether this will become a feature.

- CR0100 – TAG is failing to accurately calculate due dates on deny and restore (BST)

Status: Determined to not be a defect, however a feature will be opened targeted for a future release.

- CR0107 – Documentation Defect – CIC (AT&T)

Status: Open – Still under investigation. Once clarified, the necessary update to the verbiage for the CIC field will be input and posted to the Web by no later than 8-31-00.

- CR0108 – Listings over the number of 2 are not shown on LSR or order (BST)

Status: BellSouth determined that this is a defect and is being targeted for a future release TBD. Manual intervention is recommended.

- CR0110 – LESOG not populating ZNEA & ZNHC on ACT of N or C (BST)

Status: BellSouth determined that this is not a defect, but recommended that a Feature be opened. This feature will be targeted for a future release TBD.

- CR0123 – LENS Application Enhancement – (Gulf Coast Communication)

Status: BellSouth determined that this is not a defect and is waiting on the originator to authorize closure.

- CR0126 – LESOG should pull the correct CFN number for enhanced MMC – (BST)

Status: BellSouth determined that this is a defect and will be corrected in a future release TBD.

- CR0129 – LESOG failing to apply ZRTI to orders – (BST)

Status: BellSouth determined that this is a defect and will be corrected in a future release TBD.

- CR0130 – LESOG not responding to “C” order adding line & features on Resale Accounts – (BST)

Status: BellSouth determined that this is not a defect and is waiting on the originator to authorize closure.

- CR0136 – Address Validating in LENS but not in TAG on old RSAG history – (BST)

Status: BellSouth determined that this is a defect and will be targeted for a future release TBD.

Report of System Outages	The following Type 1 System outages have occurred since the last Status Meeting: LENS – 6 EDI – 1 TAG – 3 CSOTS - 1 Details of each outage are posted on the Change Control Website at www.interconnection.bellsouth.com.
Release Management Status	<u>The target date for LNP Release 5.1 is 8/27/00:</u> • LSR0623990001 – Redirection of UNE LSRs in the LCSC • CR0077 – Subscription Version Cancellation • CR0092 – DFDT & CHC (for EDI only) <u>The target date for Release 7.1 is 9/16/00 (date may change to 9/30/00 or 10/7/00 due to Line Sharing mandate):</u> • CR0112 – Conversion As-Is ACT W Defect • CR0115 – Partial Pre-Order Query DDC • CR0116 – Premise Visit Indicator • CR0118 – Remove HOUSENUMPREFIX from TAG <u>The target date for Release 7.2 is 10/14/00:</u> • CR0109 – GA 912/229/478 NPA Split <u>The target date for Release 8.0 is 11/11/00:</u> The proposed scope for Release 8.0 should be complete within two weeks. A conference call will be scheduled to review.
Upcoming Meetings	Release 8.0-scope conference call is targeted within the next two weeks. The Change Review Meeting (prioritization) is scheduled for Wednesday, September 27, 2000. Meeting details were distributed on 8-16-00. This will be a face-to-face meeting in Atlanta, GA. The meeting will be held at the BellSouth Conference Center, 1447 NE Expressway, Atlanta, GA 30329. The meeting will begin at 8:30 AM Eastern and last to approximately 3:00 PM. Please R.S.V.P. with your number of attendees to Change.Control@bridge.bellsouth.com by no later than 9/13/00. Change Requests must be accepted and in “Pending” status by 9/18/00 to be placed on the Change Review Meeting agenda for prioritization. The Change Review Meeting package will be distributed to CLEC community between 9/18-9/20.
Issues – Interim Change Control Process	1) Changes to CR form – adding the Change Control email address BellSouth has updated the RF1870 (Change Request Form) with the Change Control email address. 2) Section 10 - Testing Environment Change Control recommended the following changes to the Testing Environment section of the

Interim CCP document:

- 4th paragraph, indicate that the testing guidelines are located on the BellSouth web site and provide web site address for EDI and TAG.
- Remove last paragraph regarding BellSouth currently investigating and pricing the feasibility of a non-production testing environment since this request is targeted for 4Q00 implementation.

The above was acceptable to the CLEC community.

- 3) Defect/Expedited Feature process was reviewed/discussed. Four major changes have been made to the draft: (1) Included expedites as Type 6 Change Request, (2) Expanded the defect definition (3) Added High, Medium and Low Impact Levels and (4) Added intervals for implementing the High Impact levels.

Everyone agreed to make the following changes to the draft:

- Include documentation defects in the defect definition.
- Add “no electronic” workaround to High Impact definition
- Step 3 – add decision step if CR is validated as a High Impact
- Step 3 – 5th bullet – change verbiage to match new defect definition
- Initial Release Notification would be 30-day advance notice. If changes are made to the scope, a revised notification letter will be posted 2 weeks prior to implementation date. If additional changes are made to the scope of the release within the 2-week period, a post-release notification letter will be posted.

Change Control agreed to address the following concerns raised by the CLEC community:

- Step 4 – time interval for workaround
- Time interval for implementing a High Impact expedite
- Providing a patch code (as a workaround) for expedites
- Process and M&P changes included in 5 business day advance notification

Note: The “draft” Defect/Expedite Feature process will be incorporated into the Change Control Process document and will remain a “draft” as BellSouth works to address the issues raised by the CLECs.

4) Courtesy copies Carrier Notification Letters

BellSouth explained that BST business decisions that are made due to business drivers for efficiencies do not flow through Change Control. This information is posted in the form of Carrier Notification Letters and posted to the Interconnection Web site. Some examples of these Carrier Notifications were given:

- New LCSC Fax Numbers
- Manually submitting LSOG 4 Forms
- Methods for submitting manual Local Service Requests (LSRs)
- Packaging features/services offered at a discounted rate (BellSouth Essentials)
- Updates to the LEO-IG

BellSouth started sending courtesy copies of these types of notifications over the last week. The intent is to provide information to the CLEC community prior to it being posted to the Web site.

The CLECs expressed their approval and agreed that continuing to receive this information

Via email through Change Control would be beneficial.

5) Vote on baseline CCP document.

Valerie Cottingham explained the joint efforts in achieving the progress we have with the Interim CCP. She mentioned a few of the major improvements that have been made to the process since the discussions, with a few CLECs, began in February 2000. Some of the enhancements that were mentioned are:

- CCP now incorporates defects/expanded the defect definition
- Notify CLECs of new CRs and other statuses by email and through the new CCP Website
- Have monthly status meetings with SME participation, as needed. Will also include SME participation at Change Review Meetings, as needed.
- Formal escalation process
- Incorporated Introduction/Retirement of Interfaces; will allow input from CLECs

Valerie emphasized that the Interim process is a *working* document, not a final document. BellSouth is committed to working with the CLEC community to address their needs and Concerns. She asked for a consensus that the Interim process be accepted as the new Baseline for building upon. The results of the vote are as follows:

Woody Roe, Albion-Connect – Yes
 Lorraine Watson – Worldcom – Yes
 Shamone Stapler – ITC/Deltacom – Yes
 Mubeen Saifullah, Nightfire – Yes
 Donna Graham – Mantiss – Yes
 Malinda Saxon – Trivergent – Yes

Jill Williamson – AT&T – No

Reasons:

- 1) AT&T does not agree with the time intervals
- 2) AT&T does not think that BST should reject Change Requests
- 3) The defect/expedite process should be finalized

Sandy Evans – Sprint – No

Reasons:

- 1) Sprint does not agree with the intervals
- 2) Sprint does not agree with the length of time that some change requests have been in the process.

Phyllis Burt – Quintessent – No

Reason:

- 1) Quintessent does not agree with the intervals
- BellSouth requested examples from Quintessent dealing with not meeting intervals.

Since the vote was 6 – 3 in favor with 1 abstention from dsl.net, Change Control will make this document the new “baseline” document for the Change Control Process.

Action Items	1. Investigate if there will be a standard process for handling 411 drops. (BellSouth) 2. Add CR0110 to CR Log. (BellSouth) 3. Send Steve Murray a copy of the CR Log and Defect/Expedite draft process that was discussed on the call. (BellSouth) 4. Investigate time intervals for defect/expedite workaround. (BellSouth) 5. Investigate time interval for implementing a High Impact expedite. (BellSouth) 6. Determine if BellSouth can provide a code “patch” (as a workaround) for expedites until a permanent fix is implemented. (BellSouth) 7. Determine if Process and M&P changes are included in the posting of notifications of documentation updates (non-system changes) 5 days prior to the documentation posting date. (BellSouth)

Transmittal Cover Sheet for Pate Exhibit RMP-11

This sheet transmits the
July 26, 2000 CCP Monthly Status Call Minutes
which consists of 13 pages.



Change Control Process Monthly Status Meeting Minutes

DATE: July 26, 2000

MEETING: Monthly Status Call

PURPOSE: Review Status of Pending/Approved Change Requests

ATTENDEES

Tyra Colbert, WorldCom	Steve Murray, Rhythms	Valerie Cottingham, BST
Sandy Evans, Sprint	Brian Rutter, KPMG	James Hunter, KPMG
Annette Cook, e.spire	Steve Hancock, BST	Shamone Stapler, ITC-DeltaCom
Linda Tate – BST	Cheryl Storey, BST	Jill Williamson, AT&T
Carol Harrison, Impower	Carl Vincent, FL PSC	Kevin McAllorum, AT&T
Peggy Rehm, Nightfire	John Duffey, FL PSC	Mubeen Saifullah, Nightfire
Brenda Files, BST	Paul Winehart, e.spire	Phyllis Burt, Quintessent
Woody Roe, Albion Connect	Yvette Brown, e.spire	Mickey Dossey, Quintessent
Lorraine Watson - WorldCom	Kim Gillette - Quintessent	Donna Graham, Mantiss
		Rick Woodhouse, KPMG

AGENDA

Agenda Review status of pending/approved Change Requests (including defects), review current Release Management statuses and discuss Interim Change Control Process.

Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call: • Review of outstanding action items • Review regulatory mandates • Review status of pending/approved Change Requests • Review status of pending defects • Report of system outages • Review current Release Management statuses • Open Discussion – Interim Change Control Process • New Issues/Action Items
Release 7.0 Update	Linda Tate, Director of IT Solutions Development and Implementation, advised that due to coding problems, Release 7.0 would not be fully implemented on July 29, 2000. We currently do not have a new date for Release 7.0. The only functionality that will be provided on July 29, 2000 is the xDSL beta testing. Additional information, including training, will be provided to the CLECs that will participate in the xDSL beta testing. xDSL business rules are currently being finalized. The target date for posting xDSL business rules is 8/14/00.
Non-Production Test Environment	Linda Tate advised that BellSouth is in the process of implementing a CLEC test environment that can be used to test code before rolling out into production. BellSouth is in the process of ordering hardware. The test environment is targeted for implementation 4Q00. BellSouth plans to work with the CLEC community on the requirements and implementation.
Regulatory Mandates	CR0059 – Change TN Reservation Period to 45 days (pre-ordering functionality) FCC Docket # 99200 Order # FCC00-104 Posted 6-16-00 Order becomes effective July 17, 2000 Targeted for Release 7.0 – Implementation date TBD
Outstanding Action Items	<u>Outstanding Action Items from 6/26/00 Monthly Status call:</u> 1) Owner: BellSouth (CLOSED) Worldcom requested that BellSouth include verbiage in the Interim CCP regarding maintaining two issues (versions) at all times. Status: Verbiage included as Appendix D – to be reviewed during today’s discussion. 2) Owner: BellSouth (OPEN) Expedited Feature Process. Status: Conference call held 7-17-00. CLECs requested impact levels and ranges of time to implement expedites. BST currently addressing CLEC requests. Another conference call will be scheduled within the next two weeks to continue discussions. 3) Owner: BellSouth (CLOSED) CLECs are requesting that the communication of the test window for testing new releases be included in the Change Control Process. Status: In the current environment, the test window begins when the release goes into production because BellSouth is conducting System and User Acceptance testing up to the release

implementation date. With the new planned non-production test environment, Change Control will be able to communicate the test windows to the CLEC community.

4) Owner: BellSouth (OPEN)

Change Control to coordinate conference call with BST and interested CLECs regarding ordering loops/EELS via the ASR21.

Status: The appropriate SME will be available in the August timeframe to discuss further. BellSouth has addressed this request internally. The BST Policy decision remains the same. BST Policy decision is that the LSR is the ordering form for UNE loops/EELS. The exception is for bulk conversion of existing access EELS to UNE EELS. There is a spreadsheet that can be obtained from your Account Team to be completed by the CLEC for the conversions. BellSouth is supporting the standards. BellSouth is trying to keep costs down for both CLECs and BST. An option is the BFR.

5) Owner: BellSouth (CLOSED)

Change Control to provide information to the CLEC community regarding the conversion spreadsheet available to convert access EELS to UNE EELS.

Status: Conversion spreadsheet can be obtained from your Account Team.

6) Owner: BellSouth (CLOSED)

Change Control to provide information on how BST is going to handle LSR0623990001-Redirection of UNE LSRs in the LCSC.

Status: Updated CR provided to CLECs 6-30-00 with explanation. This will be an internal feature in the LNPGW for the LCSC to sort/route UNE LSRs. No process change for the CLECs.

7) Owner: BellSouth (CLOSED)

Change Control to check with Renae Stewart on CR0080 to see if this change has been implemented.

Status: Change Implemented. System working properly.

8) Owner: BellSouth (CLOSED)

Change Control to check for a CR submitted by AT&T on 6-19-00 regarding DFDT on FOC.

Status: Change Control did not receive CR, requested that AT&T submit again. AT&T did submit again on 6-26-00.

9) Owner: BellSouth (CLOSED)

Change Control to provide beta testing information for XDSL to CLEC community.

Status: Carrier Notification Letter posted 6-29-00 for Release 7.0 indicates that CLECs must negotiate a CLEC Beta Testing Agreement. This should be coordinated through your Account Team.

Outstanding Action Items from 6/28/00 Change Review Meeting:

1) Owner: BellSouth (CLOSED)

Provide draft Letter of Intent to CLECs for input. Letter of Intent will include timeframes that indicate CLEC anticipated use of the interface.

Status: Draft LOI provided 7-21-00 for discussion during today's meeting.

2) Owner: BellSouth (CLOSED)

Determine if BellSouth will provide typewritten orders to CLECs for win backs.

Status: The Regional Trapper Center will type all Local Service Requests (LSRs).

3) Owner: BellSouth (CLOSED)

Post a Master document on Web of what interfaces CLECs can vote on.

Status: Posted on CCP Web site under the "Processes/Documents/BST Mailing List"

4) Owner: BellSouth (OPEN)

CR0040-Order Tracking Request. Provide additional information on LNP limitations.

Status: Non-LNP tracking information will be real time. LNP information will be non-real time.

Currently the LNP architecture is not designed to accommodate real time queries regarding the status of a service order and the location of an LSR with respect to the hand-off between systems. We are currently making architecture changes to the LNP system, which in time may allow a real time query to occur. AT&T (Jill) submitted additional questions on 7-24, which are currently being addressed by BST. Responses to these questions should provide clarification regarding the LNP issue.

5) Owner: BellSouth (CLOSED)

CR0002-Pre-order/Order Field Discrepancies-CLEC concerns on the handling of this request.

Status: The Release Management Team was made aware of CLEC concerns with the field discrepancies and advised this effort is being reviewed for upcoming releases. The work effort around this feature is large due to the number of fields affected. Additional information should be available at our August Release Package Meeting.

6) Owner: BellSouth (CLOSED)

Check on status of Sprint's document addressing discrepancies in the BellSouth Business Rules-Local Ordering Guide.

Status: Response has been provided to Sprint addressing discrepancies.

7) Owner: BellSouth (OPEN)

Determine if BST could provide draft documentation to CLECs prior to release.

Status: CLECs were advised that BellSouth couldn't provide draft documentation prior to releases.

8) Owner: BellSouth (OPEN)

EDI0812990003 – CLECs requested better understanding of why 411 drops are occurring.

Status: If a CLEC's end user listing is dropped from Directory Assistance, the CLEC should call the LCSC. If BellSouth is at fault, no additional LSR is required from the CLEC. The listing is corrected as soon as possible. If a CLEC error is the cause, an LSR is required.

Jill (AT&T) questioned if a list could be submitted to the LCSC in lieu of calling. Change Control will address internally and provide response. Jill advised she would like to leave this request in "Pending" status. Change Control will continue discussion with Jill regarding this issue.

9) Owner: BellSouth (OPEN)

Determine how high priority CRs that have not been scheduled will be handled.

Status: It was suggested that high priority CRs that have not been scheduled be ranked two (2) times before trying to get implemented.

New Change Requests (Types 2-5)

ORD030200_001 – UNE via ASR21

Status: See Action Items. Jill (AT&T) and Tyra (WorldCom) will advise Change Control how they would like to pursue with this request.

ORD032700_001 – Post-FOC Clarification

Status: Conference call to be scheduled in August to discuss further.

CR0012 – TAFI Functionality via ECTA Interface

Status: AT&T advised to leave this request open to continue discussions with BellSouth.

CR0018 – USOC Segmentation

Status: AT&T reviewing feedback from BST.

CR0028 – Document LSOG 2 & 4 Differences

Status: Provided BST response to originator 6-8-00 for review and feedback. Shamone (ITC Deltacom) advised this request could be cancelled.

CR0033 – EDI Multiple ReqTyp Enhancement

Status: Pending Clarification for examples of what is submitted manually today.

CR0044 – LENS Calculate Due Date Enhancement

Status: Cancelled by BST.

CR0046 – EDI Reject Process Modification

Status: Completed 2nd level escalation. Waiting to hear from originator if request can be cancelled or if 3rd level escalation would be pursued.

CR0051 – LENS 6.3 – Expand Service Details field for Floating FIDS

Status: Submitted as a potential defect. Reclassified as a feature. Being reviewed for acceptance.

CR0052 – WSOP Field Requirements

Status: Provided BST response to originator 6-9-00 for review and feedback. Waiting to hear from originator if request can be cancelled or if additional information is needed.

CR0053 – CLEC Ordering Guide – LSOG 4

Status: Pending Clarification for recommendations on improvements to the BellSouth Business Rules-Local Ordering guide.

CR0065 – Add LENS 6.3 Tutorial

Status: Originator advised this CR could be placed on “HOLD” until future updates to LENS are completed. BST provided additional information for consideration to originator on 7-19-00. LENS is developing a new Web-based course. CLECs should be able to register for this course in the September timeframe.

CR0087 – “C” Order Process for UNE-P

Status: CR originally submitted as a potential defect. A defect was corrected with Release 6.4 on June 17, 2000 with the “D” and “N” orders. CR is currently being reviewed for acceptance regarding changing the internal process for the migration of Retail or Resale to UNE-P.

CR0091 – Add DFDT to the FOC

Status: Being reviewed for acceptance.

CR0093 – Electronic Change Notifications

Status: Being reviewed for acceptance.

CR0095 – ECTA – Attribute Validation

Status: Recent 3rd party audits of EC-TA interface suggests that BellSouth should consider implementing attribute validation on every attribute sent by the Manager (CLEC). CLECs requested additional time to review this request internally and will provide Change Control feedback.

	CR0096 – LENS Enhancement- Add New Listings Status: Being reviewed for acceptance CR0101 – EDI Pre-ordering Functionality Status: Being reviewed for acceptance. CR0104 – LENS Large Account Inquiry Status: Being reviewed for acceptance. CR0105 – Drop the RES ID to Requirement for xDSL Order Status: Being reviewed for acceptance CR0106 – Delay Sunset of LSOG2xDSL Ordering via Fax Status: Being reviewed for acceptance

Pending Change Requests	The following change requests were prioritized at the June 28, 2000 Change Review Meeting and are in “Candidate Request (RC)” status. • EDI0812990003 - 411 Drops • EDI0812990004 - One LSR to change the main account number on “J” REQTYP • EDI0812990005 - Handling of Remaining Lines when main account is migrating • TAG0812990001- Provide CFA and NC/NCI via TAG Pre-Order • EDI081290007 - Lift LEAN/LEATN restrictions • TAG0812990003- Parsed CSR • EDI121599001 - TN vs. RSAG validation • EDI02090001 - Electronically Order Routing to OS/DA • EDI030300_001 – BST Test Environment • CR0002 - Pre-Order/Order Business Rule Discrepancies • CR0003 - RPON Business Rules and Error Messages • CR0014- LENS Screen Change on Change Orders • CR0015 – LENS – ACT of C – Change Basic Class of Service • CR0016 – Service Inquiry Enhancement for SL1, SL2, DS0, DS1 and ISDN loops • CR0020 – View Multiple CSRs Simultaneously • CR0029 – Partial Migration of UNE Loops (ReqTyp A) • CR0030 – UNE to UNE Migrations • CR0031 – Change Listing Account in LENS • CR0038 – TOS Field on LSR ReqTyp J (TCIF 9) • CR0042 – Open IWBAN Field on EU Form • CR0045 – LENS 6.3 Conversion As Is – Not Stripping Non-Resellable USOCs • CR0047 – Display Enhanced MemoryCall Access Number in LENS • CR0062 – Open ReqTyp P/2nd TOS of E to identify Centrex Services (manual) • CR0078 – Extended Loops via EDI • CR0085 – Web-based LSR The following change requests are in “Pending” status: • CR0068 – Pipe-cross USOC Status: CR originally submitted as a defect. The LNPGW is responding to the LSR based on what is populated on the CSR. LNPGW to implement feature to modify requirements. Target imp date TBD. • CR0088 – Unbundled Terminating Wire (UNTW) Service Requests via EDI Status: CR to be prioritized at the next Change Review Meeting (tentatively scheduled for September timeframe).

Scheduled Change Requests	The following Change Requests are scheduled for upcoming releases: • EDI0812990001 Electronic ordering for unbundled XDSL loops – Beta testing 7/29/00 • TAG0812990002 DSL Capability – Beta testing 7/29/00 • OSS011300_001 LNA of G for LENS – Rel 7.0 (date TBD) • CR0059 – Change TN Reservation period to 45 days – Rel 7.0 (date TBD) • CR0066 – Invalid USOC for Basic Class of Svc Format (sch to be corrected in the Rate Database) • CR0071 ECCKT data on FOC/CN with CLS or CLF – Rel 7.0 (date TBD) • CR0075 LESOG is clarifying for 1MBFE in error – Rel 7.0 (date TBD) • CR0076-LESOG is failing to generate port side of order when adding line – Rel 7.0 (date TBD) • CR0077 Subscription Version Cancellations – Targeted for 8/27/00 • LSR0623990001 Redirection of UNE LSRs in the LCSC – Targeted for 8/27/00 • CR0092 – DFDT & CHC Defect Request – Targeted for 8/27/00

Implemented Change Requests	• CR0022 – Issue 9 Flow Through Matrix – Implemented 6/30/00 • CR0067 - Call Return invalid with class of service USOC UEPRX • CR0089 – Reserving Telephone Numbers • CR0090 - EDI/TAG LSR Auto-Clarify – Implemented 7/9/00.
Canceled Change Requests	The following change requests were canceled between June 26 – July 26: EDI030200_001 – Modify Line Activities to Align with Industry Guidelines CR0027 – Display listing infor on FOC for Reqty CB (manual orders) CR0042 – Open IWBAN field on the EU form CR0043 – Conversion As-Is error – Invalid USOC CR0057 – Port/Loop Combo Conversion CR0058 – Fraud Management Process CR0063 – Memory Call Forwarding Number CR0069 – Reserving Telephone Numbers CR0083 – Customer Service Record Error Message CR0086 –EELs via ASR CR0094 - TAG6015VAL REFNUM= CFA FORMAT INVALID CR0103 – Disconnect of Port Loop Combo going into RECYCLE in Issue 9.13
New Defect Change Requests (Type 6)	The following defect change requests statuses are provided: • CR0070 – Call Forwarding USOC Defect (AT&T) Status: Open - BellSouth determined this not to be a defect. The USOC populated is not valid with the FID provided. The USOC GCE is call forwarding busy line, the CFND FID with RCYC is for call forwarding don't answer. Waiting on CLEC to inform when request can be closed. • CR0072 – LEO SHOULD PULL THE BAN1 FROM THE SERVICE ORDER AND SEND BACK ON THE FOC/CN (BellSouth) Status: Verified - This has been determined as a defect and has been targeted for a future release. • CR0079 - TAG IS REQUIRING "INIT" (BellSouth) Status: Open – BellSouth determine that this request is not a defect. The system works per requirements. Originator has appealed the validation response. • CR0080 - LESOG is failing to issue Port Loop Combo accurately (BellSouth) Status: Verified - Electronic System Support (ESS) has determined that this is a defect and will be corrected in a future release. • CR0081 - LESOG is populating an incorrect due date interval on SL1; ACT of A; (ISSUE 9) (BellSouth) Status: Open – BellSouth is has determined that this is a defect. LSOG is not establishing the Standard Due date intervals as five business days per requirements. The fix is targeted for a future implementation date. • CR0082 – LEO IS FAILING TO EDIT FOR LOCQTY (BellSouth) Status: Open – BellSouth requested further clarification from originator.

	• CR0092 - DFDT/CHC Defect Request – (AT&T) Status: Open – BellSouth has determined that this is not a defect as the LNP systems are working according to the baseline requirements, however CR 20089 is targeted for implementation on 8/27/2000. Until that time, it will be necessary for the CHC and DFDT to be populated on LSRs for SL2 loops when the NPT = D. Beginning July 17, all SL2 orders for Company Code 7125 will be updated to add the time specific billing. The DFDT from the LSR will be used on the service order as the desired cut time. • CR0097 – LENS Defect – (AT&T) Status: Open – BellSouth has determined that this is not a defect. BellSouth has proactively initiated a request to verify all AT&T LENS users have 0292 as an option on their LENS Main Menu for LENS 6.4. This should be complete by Tuesday, July 11th, 2000. • CR0098 – Re-Calculate Due Date Intervals – (BellSouth) Status: Open – BellSouth has determined that this is not a defect, however additional testing is being performed. • CR0099 - ORDER MA'D AND SERVICE ORDER INFO DELETED – (BellSouth) Status: Open – BellSouth has determined that this is not a defect, however the decision is being made as to whether this will become a feature. • CR0102 - NUM = TELNO = ACCT is FINAL Reject – (Access One) Status: BellSouth has determined that this is a defect and is being targeted for a future release TBD. • CR0107 – Documentation Defect – CIC (AT&T) Status: Open – Still under investigation.

Report of System Outages	The following Type 1 System outages have occurred since the last Status Meeting: LENS - 4 TAG – 1 Details of each outage are posted on the Change Control Website at www.interconnection.bellsouth.com.
Release Management Status	<u>Functionality to be implemented 7/29/00:</u> • EDI0812990001 – order xDSL unbundled electronically (beta testing) • TAG0812990002 – mechanize the SI process for xDSL loops (beta testing) <u>Targeted for Release 7.0 (date TBD):</u> • OSS011300_001 - LNA of G for LENS • CR0059 – TN Reservation Changed to 45 days • CR0071 - LEO Sending ECCKT data on FOC/CN in absence of CLS or CLF • CR0075 – LESOG is clarifying for 1MBFE in error • CR0076 – LESOG is failing to generate port side of order when adding line <u>The target date for LNP Release 5.1 is 8/27/00:</u> • LSR0623990001 – Redirection of UNE LSRs in the LCSC • CR0077 – Subscription Version Cancellation • CR0092 – DFDT & CHC
Upcoming Meetings	Target date for completing Step 7 – Internal Change Management Process is August 11, 2000. The next step is for BellSouth to present the proposed release package for Release 8.0 to the CLEC community for input. CLECs requested that the Release Package Meeting be held the week of August 14 (prefer August 14 or 15). Change Control will provide meeting logistics. A meeting to discuss the expedite process will be scheduled in August. Next prioritization meeting is tentatively scheduled for September. Release 9.0 is targeted for January, 2001. Change Control will provide additional details. The next Monthly Status call is scheduled for August 23, 2000. Conference bridge telephone number is 205/970-3743, access code 4736. Conference call is from 10:30 – 12:30 AM Eastern.
Issues – Interim Change Control Process	1) Review CLEC e-mail re: CCP issues. BellSouth is committed to providing SME support as needed. However, CLECs should provide Change Control two-week advance notice if they wish for SME participation on a particular CR in the upcoming Monthly Status meeting. 2) Review of Interim CCP document changes. The recommended changes (Version 1.6, dated July 20, 2000) of the Interim CCP were reviewed with the CLEC community. Summary of additional changes to the recommendations include: - Add testing phase to the verbiage regarding submittal and voting of CRs - Change Control to address the inclusion of other documentation that impacts placing an order (i.e., EDI Specifications) to the 30 day or more advance notice - Include verbiage regarding CLEC involvement when discussing alternatives/options for a change

	request (Step 3 – Types 2-5) - Add 4-30 day resolution interval to Defect Type 6 process flow - Add Type 6 escalation turnaround time – 3 days - Remove “Release Schedule Status Log Template” – Attachment C-6. CLECs advised the enhanced CR log that we now use includes the necessary information. 3) BellSouth asked the CLECs if a separate log for defects is needed? The CLECs advised that the current Change Request Log is adequate, however BellSouth should assure that workarounds are communicated and included in the notes section. 4) Suggestions on bringing closure to CRs that have been in “NEW” status for a period of time and Change Control has not heard from the originator. CLECs agreed that if we follow up with the originator two times and indicate that we need to hear from them within a specified timeframe and don’t, the CR could be closed/canceled. 5) CLEC Input on CLEC Notification Letters. If LNP is implementing a release on the same weekend as the other Electronic Interfaces, but the functionality is independent of each other, would the CLECs like one Notification Letter or two letters (one for LNP, one for the other Electronic Interfaces). The CLECs advised two letters was fine. Our current process is one consolidated letter for when the functionality is related. Two separate letters for when the functionality is not related. 6) CLECs suggested that we archive “Canceled” and “Implemented” change requests once they have completed one cycle of the status meeting. Change Control agreed. 7) CLECs suggested that we shade the areas of the CR Log that will be discussed during the Monthly Status calls. Change Control agreed. 8) CLECs suggested that CCP e-mail and web post CRs when the BST response is provided to the originator for review. Currently, CCP emails the CLEC community & web posts a CR when the status of the CR changes. Change Control agreed. 9) BellSouth is committed to submitting documentation defects through the process.

Action Items	1. Owner: BellSouth (OPEN) Finalize Expedited Feature Process 2. Owner: AT&T & WorldCom (OPEN) Advise Change Control on how they would like to pursue UNE via ASR21 change request. 3. Owner: BellSouth (OPEN) CR0040 – Order Tracking Request – provide additional clarification on LNP limitations. 4. Owner: BellSouth (OPEN) Update Release Schedule on CCP Web site and information on the standardization of the releases. 5. Owner: BellSouth (OPEN) Provide requirements to CLECs for CR0092 – DFDT & CHC Defect Request 6. Owner: BellSouth (OPEN) Investigate if CLECs can submit a list to the LCSC re: 411 drops. 7. Owner: BellSouth (OPEN) Address the inclusion of other BST ordering documentation in the 30-day or more advance notice (i.e., EDI Specifications). 8. Owner: BellSouth (OPEN) Retirement of Interfaces. CLECs requests that Change Control provide the notification to give them the opportunity to provide input. 9. Owner: BellSouth (OPEN) Create a “Canceled” category on the CCP web site to archive cancelled requests. 10. Owner: BellSouth (OPEN) Investigate search/sort capability for CCP web site. 11. Owner: CLEC Community (OPEN) Review CR0095 – ECTA Attribute Validation and provide feedback to Change Control.

Transmittal Cover Sheet for Pate Exhibit RMP-12

This sheet transmits the
October 17, 2000 CCP Process Improvement Meeting Minutes
which consists of 8 pages.



October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CCP PROCESS IMPROVEMENT	Steve Hancock – Change Control Team	10-18-00
BellSouth Conference Center		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Terrie Hudson	BST – NCS / CS	Rick Woodhouse	KPMG
Valerie Cottingham	BST – CCP	Graham Watkins	KPMG
Cheryl Storey	BST - CCP	Shamone Stapler	ITC / Deltacom
Jill Williamson	AT&T	Mary Conquest	ITC / Deltacom
Bill Grant	Telcordia	Stephanie Smith	dset
Mike Young	Telcordia	Yvette Brown	espire
Brian Rutter	KPMG	Rae Dupraw	Mpower
Kevin McCall	BST – NCS / CS	Sandy Evans	Sprint
Kathy Rainwater	BST – NCS / CS	Tyra Hush	Worldcom
Bill Shoemaker	BST – NCS / CS	Lorraine Watson	Worldcom
Steve Hancock	BST – CCP	Steve Murray	Rhythms
John Duffey	FL – PSC	Kim Gillette-Hoskins	Quintessent
Woody Roe	Albion-Connect	James Hunter	KPMG
Selange Roberts	espire	Ron Thompson	XO
Phyllis Burt	Quintessent	Peggy Rehm	Nightfire

Meeting Information History

DATE	START TIME	END TIME
10/17/00	9:00 AM EDT	12 NOON EDT

MEETING PURPOSE
To better understand the CLEC's needs with regard to the Change Control Process.

11/08/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

MEETING MINUTES

Agenda Items	Discussion
. PROVIDE REVISION HISTORY FOR DOCUMENTATION UPDATES. Carrier Notification Letter needs to provide more details regarding the changes	Jill Williamson – (AT&T) requested that BST provide additional details in Carrier Notification Letters; all Business Rules / documentation changes need to flow through CCP. Valerie Cottingham (BST) explained that CCP has begun to send the revision summary prior to the documentation being posted to the web. Woody Roe – (Albion Connect) reiterated that anything (documentation) that is touched should go through the CCP process. All customer notification letters that announce documentation changes should reference a change request that has been submitted through CCP. Tyra Hush (Worldcom) stated that if customer notification letters have OSS impact, they should be discussed in CCP meetings. Kathy Rainwater – (BST) explained that BellSouth is currently looking at new software that will be used to facilitate documentation changes more easily. BellSouth's intent is to make these documents more "user friendly".
	ACTION ITEM (BELLSOUTH) – Revision History should be attached to associated Carrier Notification Letters.
2. Have BST SMEs available at the Monthly Status Meetings to discuss the specifics of the Carrier Notification Letters distributed by Change Control.	Steve Murray (Rhythms) emphasized that BellSouth should have someone at the meetings with the power to make commitments. Valerie Cottingham (BST) explained that CCP had provided SMEs at the last two (2) monthly status meetings as well as the 9-27 Change Review Meeting and would continue to support providing SMEs at meetings. Having the SME's in attendance greatly helped to expedite discussion and facilitate the meetings. The CLECs need to provide two (2) weeks notification for SME participation. Jill Williamson – (AT&T) stated that it was OK to give advance warning to allow time for SMEs to address an issue at a given meeting. Tyra Hush (Worldcom) agreed that the SMEs especially needed to be available for monthly meetings with regard to OSS and documentation questions /issues. Jill Williamson – (AT&T) discussed that there are times when issues are discussed with Account Teams that should have a change request initiated.

11/08/00

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (BELLSOUTH) – Determine who initiates a change request when identified by a CLEC and Account Team.
3. THE DEFECT / EXPEDITE PROCESS	Jill Williamson (AT&T) explained that her “proposed” changes were provided in the “marked up” version of the CCP Process document she submitted. In summary, she went on to explain that AT&T is asking for improvements in turnarounds and to separate the defects from expedites. Bill Grant (Telcordia) discussed his concern with BellSouth’s definition of a defect and a feature. He emphasized that just because BellSouth determines an issue is “working according to the baselined requirements” does not negate the fact that it is still a “defect” to the CLECs. Terrie Hudson (BST) explained that these definitions are a result of our vendor contracts with our IT suppliers.
	ACTION ITEM (BELLSOUTH) – There needs to be a “common” definition of defects. ACTION ITEM (CLECs/BELLSOUTH) – Separate Defects from Expedites ACTION ITEM (CLECs/BELLSOUTH) – Segment response time based on the “severity” of the defect.
	Woody Roe (Albion-Connect) reemphasized that the CLECs do not want a “fix” several releases and versions later. He stated that he needs the fix to occur on the release that’s impacted or the current API, depending on severity.
	ACTION ITEM (BELLSOUTH) – Need “fixes” to occur on the current API that’s impacted.

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
4. RELEASE MANAGEMENT MILESTONES (i.e., documentation, testing)	Woody Roe (Albion-Connect) discussed that there is a big need for standardizing the Release calendar to include the following: • Dates of Releases • Rolling Release Schedule • Lifecycles identified for each release • Identify Documentation that is to be associated with each release Terrie went on to explain that Business Rules drive the Requirements. Currently, user requirements are reviewed with the CLECs. Jill Williamson (AT&T) explained that there is a concern that the CLECs are being told to go through their Account Teams regarding requirements questions, and are not receiving the appropriate responses. She went on to clarify that in her opinion, Account Teams should be contacted for interpretation of current Business Rules, but all future enhancements and associated Business Rules should go through CCP. Terrie Hudson (BST) reemphasized that it is BellSouth's goal to provide firm Release milestones which should ensure that documentation is more timely. In addition, final documentation will continue to be posted 30 days prior to a Release. Terrie summarized by saying that BellSouth is working to provide for an improved structure for Release milestones and should communicate any changes as soon as they are discovered.
	ACTION ITEM (BELLSOUTH) – Provide BST Release Milestones and Communicate deliverables slippage.

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
5. Change the format of the BellSouth Business Rules for Local Ordering (BBR-LO) guide.	Bill Grant (Telcordia) discussed the need for the implementation of a “matrix” format for the BBR-LO, similar to the way it was presented in an earlier Version 9A. Bill provided an example of this format and will send a “soft” copy to Change Control to provide to CLEC community for review. Bill explained that the current structure is not conducive to programming and coding work because it requires too much manual manipulation and translation. Kathy Rainwater (BST) expressed her concern that the CLECs may be using the Business Rules for coding and that is not what they are designed for. She explained that the Business Rules document should be used for “How to issue an LSR”, not to “code” from. Woody Roe (Albion-Connect) asked if there was a way for BellSouth to get the data elements and “matrix format” into a database for the CLECs to be able to manipulate more freely. Terrie Hudson (BST) asked if any CLECs would like to share or partner in the cost of a database solution for documentation. Woody Roe (Albion-Connect) stated that he thought he could make a serious case for sharing cost since his company would ultimately save money due to the extra work it is causing them to incur to translate the current document structure. Kathy Rainwater (BST) proposed that BellSouth leave the BellSouth Business Rules for Local Ordering (BBR-LO) in its current format, and start providing the User Requirements in the “matrix” format. In addition, Kathy also asked the CLEC’s if she should continue to pursue the change request that was submitted to CCP dealing with splitting up the documents into several documents.
	ACTION ITEM (BELLSOUTH) – Evaluate documentation needs for provisioning vs. Requirements (Coding). Investigate an electronic solution for the document, preferably in a “matrix” format.
6. CODING CHANGES – 30 days is not sufficient time for CLECs to make coding changes. Need the Business Rules sooner. 30 days is sufficient for M&P changes only.	Terrie Hudson (BST) proposed to the CLECs that with the current Release 9.0, BellSouth will provide user requirements as soon as possible, however going forward, BellSouth will investigate providing “draft” requirements 90 days in advance and “Final” requirements 45 days prior to a Release.
	ACTION ITEM (BELLSOUTH) – BellSouth will investigate the possibility of providing “draft” requirements 90 days in advance and “Final” requirements 45 days prior to a Release.

11/08/00

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
! ADDITIONAL TOPICS SUBMITTED BY AT&T.	CR0171 – AT&T’s marked up version of the CCP Terrie Hudson (BST) suggested that the CLECs take this “marked up” version of the Process and come to a consensus and present back to the CCP. Jill Williamson (AT&T) will coordinate a meeting with the CLEC participants of Change Control to discuss the document. Tyra Hush (Worldcom) asked that BellSouth be a participant in this CLEC review meeting of the CCP document changes. Valerie Cottingham agreed that CCP would be represented in the review meeting.
	ACTION ITEM (CLECs) – Review the “marked-up” version of the CCP Process document (provided by AT&T). Come to consensus on changes and present back to CCP.
	BellSouth’s use of the Change Control Process Jill Williamson (AT&T) explained that she would like clarification on BellSouth’s view of the CCP process and how can the CLECs be ensured that BellSouth is following the process. Tyra Hush (Worldcom) also agreed with Jill’s concern and would like to ask BellSouth to share with the CLECs their internal processes vs. the external “published” process. Jill Williamson (AT&T) stated that the CLECs also need to understand how BellSouth develops their release schedule and what happens if the CLEC disagrees; how can that be resolved.
	ACTION ITEM (BELLSOUTH) – BellSouth will present its internal vs. external Change Control process at the next CCP Improvement Meeting.
	Process for inclusion of non-OBF standard requests Jill Williamson (AT&T) explained that they need to know what is the procedures in developing the OBF vs. non-OBF standard. Tyra Hush (Worldcom) stated that there are many times when the CLECs do not want to wait till an issue gets OBF approval. There may be instances where an issue should be acted on and may go to OBF later.
	An additional concern was voiced by Quintessent that Terrie Hudson’s organization needs to have a contact to facilitate questions that come up during testing. (i.e, business rules interpretation) Terrie Hudson (BST) will consider ways to improve this process.

11/08/00

October 17, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
8. OTHER	Terrie Hudson (BST) announced that effective November 1, 2000, the Electronic Interface support group will move under her new organization along with the Testing Group
<u>SUMMARY OF ACTION ITEMS</u>	• BellSouth - Revision History should be attached to associated Carrier Notification Letters. • BellSouth – Determine who initiates a change request when identified by a CLEC and Account Team. • BellSouth – There needs to be a “common” definition of defects. • BellSouth/CLECs – Separate Defects from Expedites. • BellSouth/CLECs – Segment response time based on the “severity” of the defect. • BellSouth – Need “fixes” to occur on the current API that’s impacted. • BellSouth – Provide BST Release Milestones and Communicate deliverables slippage. • BellSouth – Evaluate documentation needs for provisioning vs. Requirements (Coding). Investigate an electronic solution for documentation, preferably in a “matrix” format. • BellSouth – Investigate the possibility of providing “draft” requirements 90 days in advance and “Final” requirements 45 days prior to a Release. • BellSouth – BellSouth will present its internal vs. external Change Control process at the next CCP Improvement Meeting. • CLECs – Review the “marked up” version of the CCP Process document (provided by AT&T). Come to consensus on changes and present back to CCP.
NEXT MEETING – November 1, 2000	Location: Crown/Ravinia Hotel, Atlanta Georgia 9:00 AM EST – NOON – Room to be announced

11/08/00

Transmittal Cover Sheet for Pate Exhibit RMP-13

This sheet transmits the
November 1, 2000 CCP Process Improvement Meeting Minutes
which consists of 8 pages.

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CCP PROCESS IMPROVEMENT	Steve Hancock – Change Control Team	11/03/00
Crowne Plaza/Ravinia Hotel – Oakwood Room		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Terrie Hudson	BST – NCS / CS	Rick Woodhouse	KPMG
Valerie Cottingham	BST – CCP	Graham Watkins	KPMG
Cheryl Storey	BST – CCP	Kristen Hudson	XO
Steve Hancock	BST – CCP	Doye Mote	BST – NCS / CS
Bill Grant	Telcordia	Stephanie Smith	dset
Stuart Walters	Network One	Yvette Brown	espire
Jill Williamson	AT&T	Rae Dupraw	Mpower
Kevin McCall	BST – NCS / CS	Sheriann Lively	Trivergent
Kathy Rainwater	BST – NCS / CS	Tyra Hush	Worldcom
Marsha Lees	SBC-Telecom	Judy Novo	Mpower
Rebecca Brouillet	Andersen Consulting	Steve Murray	Rhythms
John Duffey	FL – PSC	Kim Gillette-Hoskins	Quintessent
Woody Roe	Albion-Connect	James Hunter	KPMG
Anthony Zerillo	Birch Telecom	Peggy Rehm	Nightfire
Phyllis Burt	Quintessent	Brian Rutter	KPMG

Meeting Information History

DATE	START TIME	END TIME
11/01/00	9:00 AM EDT	12 NOON EDT

MEETING PURPOSE
To better understand the CLEC's needs with regard to the Change Control Process and to address action items from the October 17 meeting.

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
. Review Action Items identified by CLECs/BellSouth at the 10-17-00 CCP Process Improvement meeting.	ACTION ITEM (BELLSOUTH) – Revision History should be attached to associated Carrier Notification Letters (Documentation). Status: Currently, BellSouth cannot commit to providing a “complete” revision history attached to the appropriate documentation letter 30 days from implementation. The “revision summary” is the last step completed when constructing the business rules. It would be very difficult if not impossible to accurately capture all of the changes that may ultimately be in the documentation that is changing. BellSouth could, however provide a “global” review of what areas will be impacted in the customer notification letter.
	Jill Williamson (AT&T) stated that 30 days notice is not enough time for coding changes and it would be helpful if BellSouth could indicate whether there is impact to “coding” in these letters. Kathy Rainwater (BST) responded that this kind of impact is given in subsequent letters outlining the “system/s” impacted. She also reiterated that effective immediately, all documentation changes are being funneled through CCP.
– Effective November 1, for new documentation changes, BellSouth will state on the Customer Notification Letter whether the change is related to a system release or a documentation defect. Note: Some customer notification letters that post after 11/1 may not meet this commitment because the notification was enroute.	
	ACTION ITEM (BELLSOUTH) – Determine who initiates a change request when identified by a CLEC and Account Team. Status: a) If an issue is discussed between the CLEC and their Account Team and BellSouth confirms that the issue is a defect, either in the electronic interface or in documentation, BellSouth will initiate a Type 6 change request through the Change Control Process. b) If an issue is discussed between the CLEC and their Account Team and the issue is determined to be an enhancement or “feature”, the Account Team will refer the CLEC to their appropriate CCCM to initiate a Type 5 Change request and send through the Change Control process.

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (BELLSOUTH) – There needs to be a “common” definition of defects. Status: During the CLEC Process document review call on 10-27, the CLECs took the existing definition in the CCP Process document and added verbiage to include “ where a technical implementation is faulty or inaccurate such as to cause incorrect or improperly formatted data”. *BellSouth committed to review the “updated” marked up version of the CCP process document and provide a response by the next CCP Process Improvement meeting.
	ACTION ITEM (BELLSOUTH / CLECs) – Separate Defects from Expedites. Status: Jill Williamson (AT&T) discussed that the CLECs had identified a need for separating defects from expedites. The CLECs have proposed that a new section be created for Exception / Expedites, thus separating an expedited request from a defect. BellSouth expressed concern that the current “proposed” language for an exception is broad and could allow for misuse. BellSouth would ask that the CLECs and BellSouth look at ways to “tighten up” this language. *BellSouth committed to review the “updated” marked up version of the CCP process document and provide a response by the next CCP Process Improvement meeting.
	ACTION ITEM (BELLSOUTH / CLECs) – Segment response time based on the “severity” of the defect. Status: Jill Williamson (AT&T) explained that the CLECs had identified new response time intervals based on the “severity” of the defect in their process review meeting on 10-27. *BellSouth will review this “updated” marked up version and provide a response by the next CCP Process Improvement meeting.

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (BELLSOUTH) - Need “fixes” to occur on the current API that’s impacted. Status: TAG currently has nine (9) versions of the APIs in production supporting three (3) different platforms: Sun Solaris, Windows NT and HP. This means that there are 27 different APIs currently in production. If a defect occurs, the correction is made in the next available release (TCIF 7 and / or 9) because the defect may not be discovered until months after a release has been in production. Currently, TAG is averaging a Release per month. It is impractical and cost prohibitive to go back and propagate a change into potentially nine (9) versions of the APIs, simply because the APIs would expire long before the IT vendor could possibly schedule and incorporate a change.
	ACTION ITEM (BELLSOUTH) – Provide BST Release milestones and communicate deliverables slippage. Status: BellSouth is committed to providing milestones for Releases. Milestones were provided at the 10-25 monthly status meeting call with the CLECs. For slippages, BellSouth indicated that the owner of the slippage would provide the notification quickly to Change Control. BellSouth is continuing to explore new ways of posting these notifications quicker such as a new “expedited” notice process that is now in place to get customer notifications processed quicker.
<i>NEW ACTION ITEM (BELLSOUTH) – If BellSouth discovers that documentation will be slipped, Change Control will communicate the customer notification letter appropriately updating the reasons for the slippage.</i>	

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	Tyra Hush (Worldcom) will be providing BellSouth with an example of another ILEC's release milestones for review. Jill Williamson (AT&T) asked BellSouth how far in the future would release information be provided. In addition, AT&T asked if BellSouth would implement quarterly releases. BellSouth responded that it is their goal to offer fewer, more robust releases with more features. BellSouth discussed that their plans are to roll-out new internal processes by the end of November. BellSouth will present these changes to the CLECs at the next CCP meeting. The internal process to be presented will include the flow of CLEC notification. In addition, the internal Release planning will also be changing and the 2001 schedule will be present to the CLECs at the next CCP meeting.
	ACTION ITEM (BELLSOUTH) – Evaluate documentation needs for provisioning vs. Requirements (Coding). Investigate an electronic solution for documentation, preferably in a “matrix” format. Status: BellSouth will continue pursuing an “electronic solution” for documentation/requirements and will be providing an update at the next CCP meeting. The “matrix” example that was provided by Telcordia will be used as a guide.
	ACTION ITEM (BELLSOUTH) – Investigate the possibility of providing “draft” requirements 90 days in advance and “final” requirements 45 days prior to a Release. Status: BellSouth is investigating internal process to have requirements provided earlier. An update will be provided at next CCP process improvement meeting.
	Jill Williamson (AT&T) explained that 90 days for “draft” requirements was not sufficient for major changes and would need 180 days.
	NEW ACTION ITEM (BELLSOUTH) – <i>The CLECs would request that BellSouth provide “draft” requirements 90 days in advance for minor enhancements to existing versions, and 180 days in advance for major release changes.</i>
	NEW ACTION ITEM (BELLSOUTH/CLECs) – <i>BellSouth will communicate the time intervals that will need to occur for CLEC Test Environment requirements to be received by the CLECs in a timely manner. Albion/Connect will provide summary of concerns and recommendations of timelines as it relates to the CLEC Test environment.</i>

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (BELLSOUTH) – BellSouth to present its internal vs. external change control process after a change request is “prioritized”. Status: BellSouth is currently looking at ways to streamline its internal processes and will be presenting its recommendations at the next CCP process improvement meeting. BellSouth would also request that the CLECs provide more detail on their change requests which will greatly reduce clarification and help facilitate the turnaround of these requests. BellSouth also illustrated to the CLECs that the current environment suggests that depending on the system impacted, dictates how BellSouth can implement change requests. Discussions are ongoing between BellSouth and their IT vendors to improve the delivery of changes concurrently.
	NEW ACTION ITEM (BELLSOUTH) – <i>BellSouth will begin discussing all “New” Change Requests in the Monthly Status Meetings. BellSouth SME’s will be available during the discussion and the Originator of each new Change Request will need to discuss their request with the team.</i>
	ACTION ITEM (CLECs) – Review the “marked up” version of the CCP process document (provided by AT&T). Come to consensus on changes and present back to CCP. Status: Jill Williamson (AT&T) facilitated a meeting on 10-27 with the CLECs to review this “marked up” version and reach a consensus on its recommendation to BellSouth. BellSouth will review these changes and will provide its response by the next scheduled CCP process improvement meeting.
	NEW ACTION ITEM (AT&T) – <i>Jill Williamson will provide updated “marked up” version of the CCP process document and the minutes from the 10-27 meeting to Change Control for distribution to the CLECs.</i>
	NEW ACTION ITEM (BELLSOUTH) – <i>BellSouth will provide a report of internal changes that have a positive impact and improve performance for CLECs, but do not require coding. These changes improve “flow-through” in BellSouth and would require no vote by the CLECs.</i>
	Jill Williamson (AT&T) explained that BellSouth internal releases could negatively impact the CLECs and the CLECs may want to test before the release goes in.
2. Additional discussion topics	CR0171 – AT&T’s marked up version of the CCP Process document. (Addressed in earlier action item)

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	PROCESS FOR APPEALING BELLSOUTH'S RELEASE SCHEDULE – Jill Williamson (AT&T) stated that if the CLECs understand the size and the scope of releases, they will be glad to work with BellSouth on “re-arranging” changes.
	PROCESS FOR INCLUSION OF NON-OBF STANDARD REQUESTS – Jill Williamson (AT&T) stressed the need to find a way to push “non-OBF” approved requests through the change control process. BellSouth suggested that the issue be discussed in a monthly status meeting with the appropriate SME to review. This will allow both parties to talk through the issue and decide collectively whether it can be worked.
	NEW ACTION ITEM (BELLSOUTH) – BellSouth will propose a process on how we would collectively evaluate a non-OBF standard request.
3. NEW ISSUES	Jill Williamson (AT&T) discussed that a new process needs to be implemented that will allow the CLECs to vote on rejecting a change request before it is prioritized for implementation at a Change Review Meeting. This would give the CLECs the opportunity to say that they do not want an issue implemented when it negatively impacts them.
	NEW ACTION ITEM (AT&T) – Jill Williamson will add verbiage around creating a new process for CLECs to vote on rejecting a change request before it is prioritized for implementation. This will be added to the “marked up” version of the Change Control process document.
<u>SUMMARY OF ACTION ITEMS</u>	- BellSouth – Effective November 1, for documentation changes, BellSouth will state on the Customer Notification Letter whether the change is related to a system release or a documentation defect. Note: Some customer notification letters that post after 11/1 may not meet this commitment because the notification was enroute. - BellSouth – If BellSouth discovers that documentation will be slipped, Change Control will communicate the customer notification letter appropriately updating the reasons for the slippage. - BellSouth – BellSouth to provide “draft” requirements 90 days in advance for minor enhancements to existing versions, and 180 days in advance for major release changes.

November 1, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	BellSouth – BellSouth will communicate the time intervals that will need to occur for CLEC Test Environment requirements to be received by the CLECs in a timely manner.
	Albion / Connect – To provide summary of concerns and recommendations of timelines as it relates to the CLEC Test Environment.
	BellSouth – BellSouth will begin discussing all “New” change requests in the monthly status meetings. BellSouth SMEs will be available during the discussion and the originator of each new request will need to discuss their request with the team.
	AT&T – AT&T will provide update “marked up” version of the CCP process document and the minutes from the 10-27 meeting to Change Control for distribution to the CLECs.
	BellSouth – BellSouth will provide a report of internal changes that have a positive impact and improve performance for CLECs, but do not require coding. These changes improve “flow-through” in BellSouth and would require no vote by the CLECs.
	BellSouth – BellSouth will propose a process on how they would collectively evaluate a non-OBF standard request.
	AT&T – AT&T will add verbiage around creating a new process for CLECs to vote on rejecting a change request before it is prioritized for implementation. This will be added to the “marked up” version of the Change Control process document.
NEXT MEETING – December 7, 2000	Location: BellSouth Conference Center 1:00 – 4:00 PM EST - Room to be announced

Transmittal Cover Sheet for Pate Exhibit RMP-14

This sheet transmits the
December 7, 2000 CCP Process Improvement Meeting Minutes
which consists of 5 pages.

December 7, 2000
CCP Process Improvement Meeting
MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CCP PROCESS IMPROVEMENT BellSouth Center	Steve Hancock – Change Control Team	12/11/00

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Terrie Hudson	BST – NCS / CS	Rick Woodhouse	KPMG
Valerie Cottingham	BST – CCP	Graham Watkins	KPMG
Cheryl Storey	BST – CCP	Kristen Hudson	XO
Steve Hancock	BST – CCP	Shirley Roberts	KMC Telecom
Bill Grant	Telcordia	Brent Marshall	US Dept. of Justice
Stuart Walters	Network One	Lorraine Watson	Worldcom
Jill Williamson	AT&T	Rae Dupraw	Mpower
Kevin McCall	BST – NCS / CS	Sheriann Lively	Trivergent
Marva Goff	BST - Regulatory	Tyra Hush	Worldcom
Doyle Mote	BST – NCS / CS	Sandy Evans	Sprint
Tammy Swanson	Andersen Consulting	Steve Murray	Rhythms
John Duffey	FL – PSC	Kim Gillette-Hoskins	Quintessent
Martha Weber	BST – NCS / CS	James Hunter	KPMG
Anthony Zerillo	Birch Telecom	Peggy Rehm	Nightfire
Phyllis Burt	Quintessent	Brian Rutter	KPMG
Jane Hunter	Sprint	Ellen Knight	Sprint
Kacey Lane	AT&T Broadband	Colette Davis	Covad
Shamone Stapler	ITC / Deltacom		

Meeting Information History

DATE	START TIME	END TIME
12/07/00	1:00 PM EST	4:00 PM EST

MEETING PURPOSE
To better understand the CLEC's needs with regard to the Change Control Process and to address outstanding action items from the October 17 and November 1 meetings.

December 7, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
Review Action Items identified by CLECs/BellSouth at the 11-01-00 CCP Process Improvement meeting.	The Action Items from the 11-01-00 CCP Process Improvement meeting were not discussed due to the need to dedicate more time to cover the “marked up” CLEC document.
Review of CR0171 – CLEC Recommended changes to the CCP Process Document	BellSouth explained that their intent for the meeting was to move straight through the document. All BellSouth responses to the “marked up” document will appear in “Orange” type. In addition, BellSouth stated that the “internal processes “ would be covered as we reviewed the document.
	Page 7 – Changes surrounding “training materials and job aids” BellSouth recommends taking this “language” out because this needs to be further clarified as to which training materials and job aids would be in the scope of CCP.
<i>SOUTH) – BellSouth to investigate how “unofficial documentation” and “job aids” will be supported.</i>	
<i>NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate the PQT and start up team documentation. Is there a relationship between the two teams.</i>	
	Page 8 – 7th Bullet – CLECs recommended that language read “Questions regarding existing documentation should be handled by the Account Team. However, if documentation needs to be changed for clarification purposes, a defect should be submitted to the Change Control Team.
	Pages 11-12 – BellSouth recommended that the CLEC changes noted should be discussed in the Expedited Feature Process.
	Page 18 – Type 1 System Outage Detail Process Flow – BellSouth recommended changing the “language” for Step 1 - #4 to read “ECS will provide the CLEC with a trouble ticket number, if requested, to record and track the outage”. BellSouth explained that in the current ECS process, a trouble ticket is given when requested. After the initial trouble is reported, a new trouble ticket must be opened by EC Support internally to log the trouble with the appropriate service center for correction. This internal trouble ticket is posted on the CCP web posting. The CLECs were concerned that without a ticket number, there would be no way for them to refer to a reported trouble. In addition, the CLECs discussed that there had been occasions that a call back was not received from the ECS group.
<i>NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate adding the system outage ticket number with Type 1 email notification.</i>	

December 7, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate CLECs not getting a call back from EC Support.	
	TYPES 2-5 Process Flow – Page 22 – CLECs asked BellSouth to replace all bulleted items that reference “release implementation date” with “CLEC testing with BellSouth”. In the second bulleted item, the CLECs asked that BellSouth provide the technical specs and API's at the same time as the final requirements.
NEW ACTION ITEM (BELLSOUTH) – CLECS need the API and Specs at the same time as the final requirements, 45 days prior to external test start date.	
NEW ACTION ITEM (BELLSOUTH) – Investigate if BellSouth can update text for all requirement dates as “before CLEC testing with BellSouth”. Currently it says “...changes/notifications will be provided ___ days before release implementation date.	
	TYPES 2-5 Process Flow – Page 22 – Third bulleted item, the CLECs request the “language” to read – “NLT 180 calendar days ...” Fourth bulleted item, CLECs requested the “language” to read – “NLT 120 days ...” rather than 60 days.
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate getting 120 days notice for final user requirements for implementing a new TCIF map. Notification would be provided 240 days and draft requirements, 180 days. At 120 days, EDI and TAG specs will be provided.	
	During the discussion surrounding the TCIF map, it was suggested that BellSouth add sub-team guidelines and roles / responsibilities surrounding such teams into the CCP process document.
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate adding “sub-team” guidelines – roles/responsibilities and the interaction with Change Control and the CLEC community.	
	TYPES 2-5 Process Flow – Page 22 – Last bulleted item, the CLECs request the “language” to be added for “all documentation changes, both system and non-system impacting.
NEW ACTION ITEM (BELLSOUTH) – BellSouth to add “language” to address all documentation changes, both non-system and system impacting being provided no later than 30 days prior to a release.	
	Due to time constraints, BellSouth and the CLECs agreed to move their attention to the Expedited Feature and Defect sections. Valerie Cottingham (BellSouth) explained that BellSouth does not support combining “Exceptions” with the Expedited Feature process flow. It is BellSouth's opinion that exceptions would generally be asking for “an extension of time” and an expedited feature would be asking for “an expedited time frame” which would be contradictory. BellSouth considers an “exception” to be synonymous with an “escalation. The CLECs agreed that “exceptions” should not be part of the Expedite Process but incorporated into a separate process and not be addressed via the “Escalation” process.

December 7, 2000

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate documenting an “exception process” separately in the CCP process document.	EXPEDITED FEATURE PROCESS – Page 37 – BellSouth presented a “separate” section for expedited features. The definition was changed slightly from the CLEC version to better clarify the intent. In addition, two examples of an expedited feature were presented: Re-classified defects and an enhancement to an existing product or service. The CLECs requested that the discussion be moved to Section 5 – Defects because of the need to agree on the Defect process flow before going further into the Expedite Feature discussion.
NEW ACTION ITEM (BELLSOUTH) – BellSouth to provide an example of a re-classified defect in the expedited feature section.	SECTION 5 – Defect Process – Page 42 – CLECs recommended that BellSouth place the term “Emergency Changes” into the title for Defects. BellSouth will address this concern as an action item. Page 42 - BellSouth recommended changes in the definition of a defect by “splitting” the second bullet into two separate bullets. BellSouth did not agree to support the fifth bullet that was added by the CLECs stating “where a technical implementation is faulty or inaccurate such as to cause incorrect or improperly data”. BellSouth considered this to be covered in the current definition, however after lengthy discussion, BellSouth agreed to add “language” into the definition to cover these situations.
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate adding “Emergency Change” into the title for Section 5.0 – Defect Process.	
NEW ACTION ITEM (BELLSOUTH) – BellSouth will investigate adding “language” to include the following into the definition of a defect – “functional requirements are incorrect even though business requirements/rules match”.	
SUMMARY OF ACTION ITEMS	• BellSouth to investigate how “unofficial documentation” and “job aids” will be supported. • BellSouth will investigate the PQT and start up team documentation. Is there a relationship between the two teams. • BellSouth will investigate adding the system outage ticket number with Type 1 email notification. • BellSouth will investigate CLECs not getting a call back from EC Support. • CLECS need the API and Specs at the same time as the final requirements, 45 days prior to external test start date.

December 7, 2000
CCP Process Improvement Meeting
MEETING MINUTES

Agenda Items	Discussion
	Investigate if BellSouth can update text for all requirement dates as “before CLEC testing with BellSouth”. Currently it says “...changes/notifications will be provided ___ days before release implementation date.
	BellSouth will investigate getting 120 days notice for final user requirements for implementing a new TCIF map. Notification would be provided 240 days and draft requirements, 180 days. At 120 days, EDI and TAG specs will be provided.
	BellSouth will investigate adding “sub-team” guidelines – roles/responsibilities and the interaction with Change Control and the CLEC community.
	BellSouth to add “language” to address all documentation changes, both non-system and system impacting being provided no later than 30 days prior to a release.
	BellSouth will investigate documenting an “exception process” separately in the CCP process document.
	BellSouth to provide an example of a re-classified defect in the expedited feature section.
	BellSouth will investigate adding “Emergency Change” into the title for Section 5.0 – Defect Process.
	BellSouth will investigate adding “language” to include the following into the definition of a defect – “functional requirements are incorrect even though business requirements/rules match”.
NEXT MEETING – January 10, 2000	Location: BellSouth Conference Center, 1447 NE Expressway, Atlanta, GA. (404-321-8000) 9:00 – 4:00 PM EST – Ballroom A – Conference Bridge: 205-969-4211 Access #: 5539

Transmittal Cover Sheet for Pate Exhibit RMP-15

This sheet transmits the
January 10, 2001 CCP Process Improvement Meeting Minutes
which consists of 7 pages.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CCP PROCESS IMPROVEMENT	Brenda Files – Change Control Team	01/22/01
BellSouth Conference Center		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Brenda Files	BST - CCP	Rick Woodhouse	KPMG
Valerie Cottingham	BST – CCP	Graham Watkins	KPMG
Cheryl Storey	BST – CCP	Rich Bobik	AT&T
Steve Hancock	BST – CCP	Brian Rutter	KPMG
Bill Grant	Telcordia	Brent Marshall	US Dept. of Justice
Martha Weber	BST- NCS / CS	Lorraine Watson	Worldcom
Jay Bradbury	AT&T	Judy Novo	Mpower
Kevin McCall	BST – NCS / CS	Ranae Clark	e.spire
Marva Goff	BST	Tyra Hush	Worldcom
Doyle Mote	BST – NCS / CS	Sandy Evans	Sprint
Tammy Swanson	Accenture	Mandy Jenkins	Alltel
John Duffey	FL – PSC	Nicki Gray	Alltel
Stephanie Smith	dset	Donna Graham	Mantiss
Shamone Stapler	ITC / Deltacom	Anthony Zerillo	Birch Telecom

Meeting Information History

DATE	START TIME	END TIME
01/10/01	9:00 AM EST	4:00 PM EST

MEETING PURPOSE
To better understand the CLEC's needs with regard to the Change Control Process and to address outstanding action items from the November 1 and December 7 meetings.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
1. Opening and Welcome	Valerie Cottingham (BST) opened the meeting with a welcome to everyone and stated that there was a very aggressive agenda with plans to completely discuss the entire “marked up” CCP document (CR0171) and review outstanding action items. Valerie stated that BellSouth has an open action item to discuss the internal process of what happens to a change request after it is prioritized. Terrie Hudson had planned to discuss at the December 7, 2000 CCP Process Improvement Meeting, however time ran out. This discussion will be delayed until Terrie returns to work in February. Terrie had previously shared that changes to this process are in progress.
2. Changes to the Process	Jay Bradbury (AT&T) proposed an e-mail ballot to indicate how the group agrees on changes. Each change will be listed separately on the ballot and indicate whether simple or contested consensus was reached during the meeting. BellSouth agreed to the e-mail ballot as long as BellSouth has the right to “veto” a change that could not be supported as proposed. There were no objections. Valerie explained that if the CLEC community agrees on a change to the document that BellSouth cannot support, BellSouth would explain why the change couldn’t be supported. Everyone agreed that all open action items would not be voted on at this time.
3. E-mail ballot	The attached ballot reflects changes that were discussed and submitted for voting by the CLECs and BellSouth. Ballots are to be sent to the entire CLEC community. The entire group supported this discussion. AT&T will assist with the ballot. It was agreed the email ballot would be used for changes discussed in today’s meeting only. Rules will be sent out with the ballot and the response is due back to BellSouth in one week. Subsequent to the meeting, BellSouth learned that the suggested language had slightly changed in Section 7.0, Introduction and Retirement of Interfaces, and will be presented to CLECs in our February meeting. Therefore, this section will not appear on the ballot.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
4. General Discussion	It was suggested that the pre-order and ordering categories for the January 31, 2001 Change Review Meeting be combined since BellSouth IT sizes work requests by feature and not by interface or category. It was agreed that on a case-by-case basis, BellSouth would negotiate response intervals for handling large volumes of defect requests that are received simultaneously from one CLEC to Change Control. Doyle Mote (BST) addressed the outstanding action item for a “matrix format” for the BBR LO. Change Control will distribute a notice for a sub-team meeting on 2/01/01 to address improvements to the BBR-LO. “Exceptions” were defined as changes not accomplished in the standard timeframes (ex: OSS99). It was agreed a separate section was not needed for “Exceptions” as long as text would be added to the “Retirement of Versions”, to indicate how additional time could be requested to extend a sunset date, etc. CLECs expressed concern with High and Medium Impact defect intervals. BST advised that it is working to try to improve these intervals. Everyone was in agreement to defer discussion on Section 10 – Test Environment until the CLEC Test Bed is implemented. Dispute Resolution Process – Jay Bradbury (AT&T) stated he needed to review the “mediation” text. No other comments were provided.
5. Summary of New Action Items	• BellSouth will investigate who will initiate the dispute resolution process when CLECs reach consensus and BellSouth objects to a change. BellSouth or CLEC?
	• BellSouth to distribute ballots one (1) week from 01/10/01.
	• BellSouth to present an overview of the CCP Internal process.
	• Page 42 – BellSouth to investigate the note regarding “CLEC notification of documentation updates (Non-System Changes) will be posted five (5) business days in advance of documentation posting date)” and determine if this statement needs to remain in this section.
	• Page 46 – BellSouth to investigate what type of status information BellSouth can provide to original CLEC on High Impact Defects within a 24 hour timeframe.
	• BellSouth to provide additional information regarding the Internal Process (CRB) in Step 3 of Types 2-5 process flow.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	• Page 41- BellSouth to determine when User Requirements can be presented to CLECs for expedited features.
	• BellSouth to investigate if scenarios can be shared with CLECs for multiple releases.
	• BellSouth to consider multiple releases for large items that are not scheduled for next release.
	• BellSouth – To investigate Step 7-cycle time for Types 2-5 can be changed to six (6) months prior to release date.
	• BellSouth - “NLT” will be replaced with “at least” throughout the document to better clarify.
	• BellSouth – Section 6 - Part 3 (Prioritizing Change Requests) – Revisit- CLECs may choose to vote “no” on Change Requests that may negatively impact its business. If the majority of CLECs vote “no” on any certain Change Request, that request will not be prioritized.
	• BellSouth to prepare language regarding the appeal process for the retirement of versions.
	• BellSouth – Page 58 – Revisit escalation process - (Type 6 High Impact Issues – Time and Turn Around).
	• BellSouth – Reclassified defects, bullet 3, Bellsouth to determine if “BST” should remain in sentence.
	• BellSouth – BST to address providing potential release package combinations prior to prioritization.
	• BellSouth – Section 9 – Changes to CCP – Revisit proposed changes.
	• BellSouth - BST to investigate if Defect Steps 3 & 4 are worked in parallel or serial.
	• BellSouth – Change Control Process to send out notification regarding a meeting and conference bridge to be held on 02/01/01 to address improvements to the BBR LO. A CLEC sub-team will meet in the PM to discuss with BellSouth.
6. Next Meeting	The next CCP Process Improvement meeting is tentatively scheduled for the week of 2/11/01. Meeting details will be distributed via Change Control.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
7. Review of Outstanding Action Items from 11/1/00 and 12/07/00 CCP Process Improvement Meetings	(11-01-00) BellSouth - Update on the evaluation of documentation needs for provisioning vs. requirements (coding). Investigate an electronic solution for documentation, preferably in a "matrix" format. Telcordia provided a "matrix" example to be considered as a guide. Status: OPEN – BellSouth is continuing to investigate this "matrix" format for the BBR-LO. Doyle Mote plans to send out notice for a proposed meeting on 02-01-01 to help determine what works and what would not work using this format.
	(11-01-00) BellSouth – Provide "draft" requirements 90 days in advance for minor enhancements to existing versions, and 180 days in advance for major release changes. Status: OPEN – BellSouth proposed changes to the "marked up" version of the CCP document. Currently these changes are still open and will be discussed at the February CCP Improvement meeting.
	(11-01-00) BellSouth – To communicate the time intervals that will need to occur for CLEC Test Environment requirements to be received by the CLECs in a timely manner. Status: OPEN – To be discussed at a CLEC Test bed meeting on January 17, 2001.
	(11-01-00) BellSouth – BST will propose a process on how it would collectively evaluate a non-OBF standard request. Status: OPEN – Language was included in the "marked up" version from BellSouth, however there will be further discussion at the February meeting.
	(12-07-00) BellSouth – To investigate how "unofficial documentation" and "job aids" will be supported. Status: CLOSED – Meeting Consensus was obtained on the BellSouth language and this item was added to the voting ballot.
	(12-07-00) BellSouth – To investigate the Presale Quality Team and Start Up Team documentation. Is there a relationship between the two teams? Status: CLOSED – BellSouth determined that these groups are the same.
	(12-07-00) BellSouth – To investigate adding the system outage ticket number with Type 1 email notification. Status: CLOSED – BellSouth has implemented this change effective 12-15-00.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	(12-07-00) BellSouth – To investigate CLECs not getting a call back from EC Support – Status: CLOSED – BellSouth investigated this claim with the CLECs and EC Support. No supporting examples were provided by CLECs as requested. BellSouth stressed to the CLECs that EC Support would adhere to its policy of returning calls to those CLECs who call into the center.
	(12-07-00) BellSouth – CLECs need the API and Specs at the same time as the final requirements, 45 days prior to external test start date. Status: OPEN – BellSouth is still addressing this request.
	(12-07-00) BellSouth – Investigate if BellSouth can update text for all requirement dates as “before CLEC testing with BellSouth”. Currently it says “...changes/ notifications will be provided ___ days before release implementation date”. Status: OPEN – BellSouth to address at February CCP Improvement Mtg.
	(12-07-00) BellSouth – Investigate getting 120 days notice for final user requirements for implementing a new TCIF map. Notification would be provided 240 days and draft requirements, 180 days. At 120 days, EDI and TAG specs will be provided. Status: OPEN – BellSouth to address at February CCP Improvement Mtg.
	(12-07-00) BellSouth – Investigate adding “sub-team” guidelines – roles / responsibilities and the interaction with Change Control and the CLEC community. Status: OPEN – BellSouth to address at February CCP Improvement Mtg.
	(12-07-00) BellSouth – To add “language” to address all documentation changes, both non-system and system impacting being provided no later than 30 days prior to a release. Status: OPEN – This request was modified by the CLECs to read “prior to test date”. BellSouth to address at February CCP Improvement Mtg.

January 10, 2001

CCP Process Improvement Meeting

MEETING MINUTES

Agenda Items	Discussion
	(12-07-00) BellSouth – To investigate documenting an “exception process” separately in the CCP process document. Status: CLOSED – It was agreed that a separate section was not needed for “Exceptions” as long as text would be added to the “Retirement of Versions”. (See General Discussion above)
	(12-07-00) BellSouth – To provide an example of a re-classified defect in the expedited feature section. Status: CLOSED – BellSouth initially included an example of this type of defect, however since the expedited feature section is a new process, there is currently no change requests that meet this criteria. The decision was to not include this on the ballot.
	(12-07-00) BellSouth – To investigate adding “Emergency Change” into the title for Section 5.0 – Defect Process. Status: CLOSED – Meeting Consensus was reached that the words “Emergency Change” would be removed from all sections of the CCP document.
	(12-07-00) BellSouth – To investigate adding “language” to include the following into the definition of a defect – “functional requirements are incorrect even though business requirements / rules match”. Status: CLOSED – Consensus was reached on the new definition of defects which included this language for “functional requirements.” This item was added to the ballot for voting.

Transmittal Cover Sheet for Pate Exhibit RMP-16

This sheet transmits the
CCP Interim Document, Version 1.4, with AT&T's Proposed Changes
which consists of 49 pages.



CHANGE CONTROL PROCESS

INTERIM

CCP.DOC

VERSION 1.4

APRIL 14, 2000

The following document consolidates input from CLECs and BellSouth. It is a working document for discussion purposes only.

Issued: ~~04/26/00~~04/25/00 04/24/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

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Issued: 04/26/0004/25/0004/24/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section lists changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community - Web Site address for Change Control Process - Notification regarding the Retirement and

			Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance)
- Defects
- Testing

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- ~~□ Testing Support (i.e. negotiating/coordinating test agreements and dates)~~
- ~~□ Issue Resolution/Questions (i.e. questions associated with interface functionality, interpreting documentation)~~

Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/markets/lec/ccp/ccp.html>

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing. Notifications will be posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 6- CLEC Impacting Defects and Emergency Changes.

Any non-Type 1 change where a CLEC Impacting defect, interface or business rule discrepancy is found in a production and is impacting a CLECs ability to exchange transactions with BellSouth environment when the system is not operating as specified in the baselined business requirements. The CLEC and/or BellSouth may initiate these types of changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Type 6 Changes should be categorized in the following manner:

Severity 1: Interface Unusable – Interface discrepancy results in totally unusable interface. CLEC Pre-Orders / Orders / Queries / Maintenance Requests cannot be submitted or will not be accepted by BellSouth. Manual workarounds are not feasible. Change is considered essential to continued operation. BellSouth and the CLECs will work to resolve the discrepancy as quickly as possible.

Severity 2: Interface Affecting – Pre-Orders / Orders / Queries / Maintenance Requests require workarounds on the part of BellSouth or the CLECs. Change is considered critical to efficient operations. BellSouth and the CLECs will work to resolve the discrepancy in a timely manner.

Severity 3: Process Impacting – Pre-Orders / Orders / Queries / Maintenance Requests can be submitted and will be accepted through normal process/interfaces. Clarification is considered critical to ongoing operations. BellSouth will work to provide appropriate documentation on an expedited basis.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects will be handled through the Change Control Process.

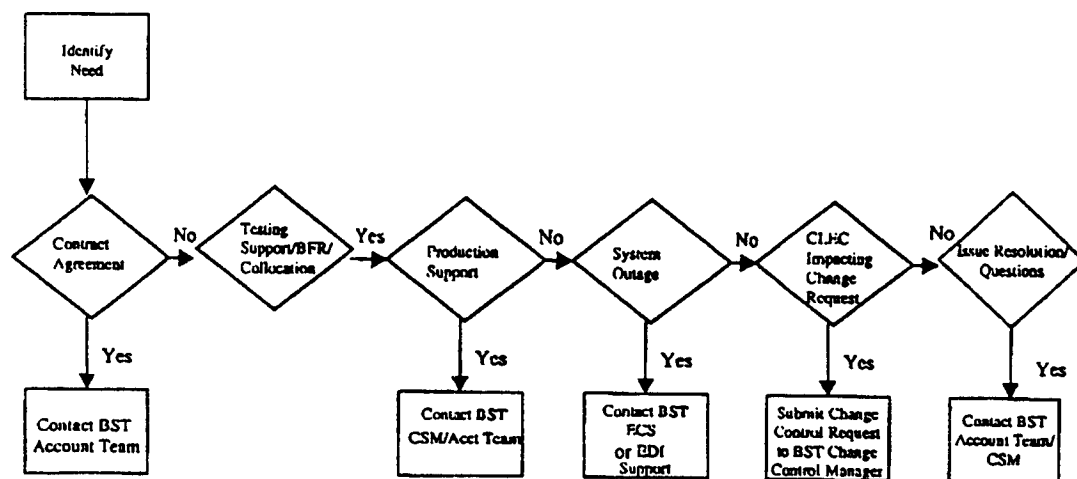


Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:

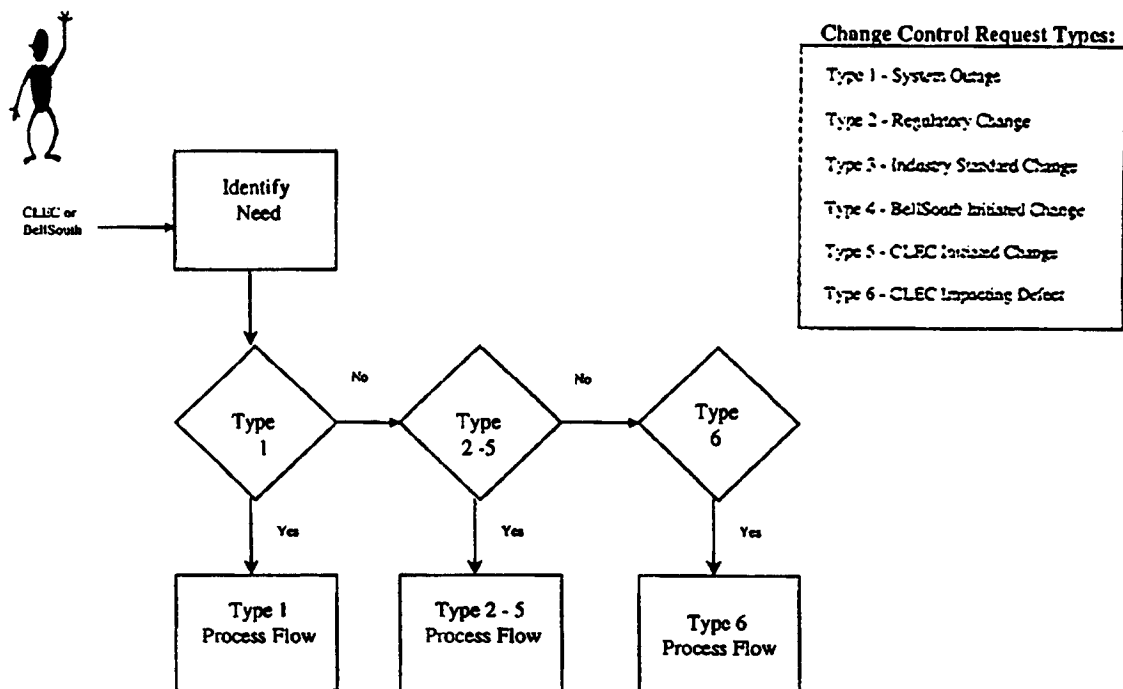


Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

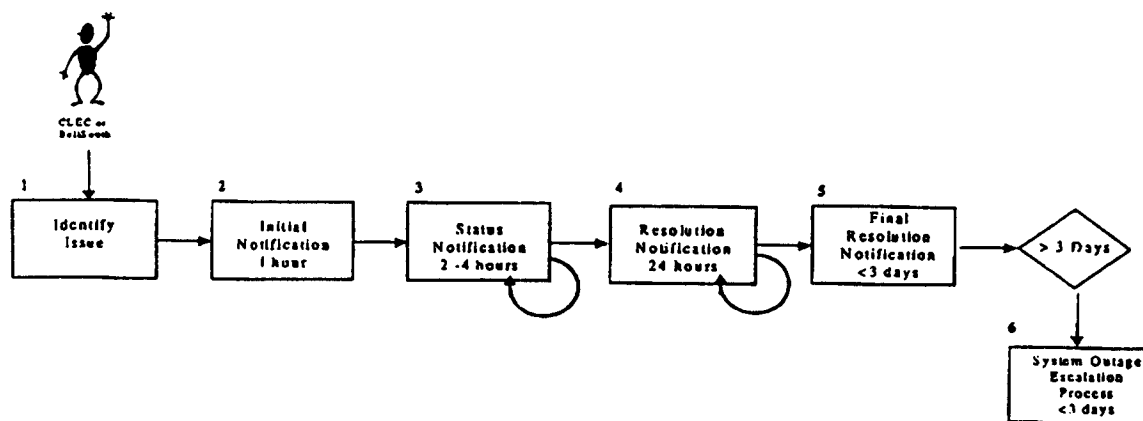


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will provide the CLEC with a <u>trouble ticket number and</u> record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. - ECS will continue to work towards the resolution of the problem - If outage is resolved, this notice is the	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		first and final notification. The process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		web.
3	ECS	<u>STATUS NOTIFICATION:</u> <u>(ITERATIVE)</u> 1. If the outage is not resolved, ECS will continue to work towards the resolution on the problem. 2. ECS may communicate with the industry / affected parties. The following information may be discussed: • Clarification of outage • Current status of resolution • Agreement of resolution 3. If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. 4. Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> • Industry Notification posted on Web <u>OUTPUTS:</u> • Status Notification posted on Web • Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION:</u> <u>(ITERATIVE)</u> 1. The resolution notification is posted to the Web. 2. If the item is determined to be a defect, the CLEC that initiated the call will submit a "Change Request Form" checking the defect box. 3. If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. 4. When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	<u>INPUTS:</u> • Status Notification posted on Web • Resolution information <u>OUTPUTS:</u> • Resolution Information posted on Web • Final Resolution Information	24 hours after reporting outage
5		<u>FINAL RESOLUTION NOTIFICATION:</u>	<u>INPUTS:</u> • Final Resolution	< 3 days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
	ECS	1. The final resolution notification is posted on the Web.	Information <u>OUTPUTS:</u> • Final Resolution Notification	
6	CCCM ECS	<u>ESCALATION</u> 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 7.	<u>INPUTS:</u> • Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> • Documented Escalation • Escalation Response	> 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page.

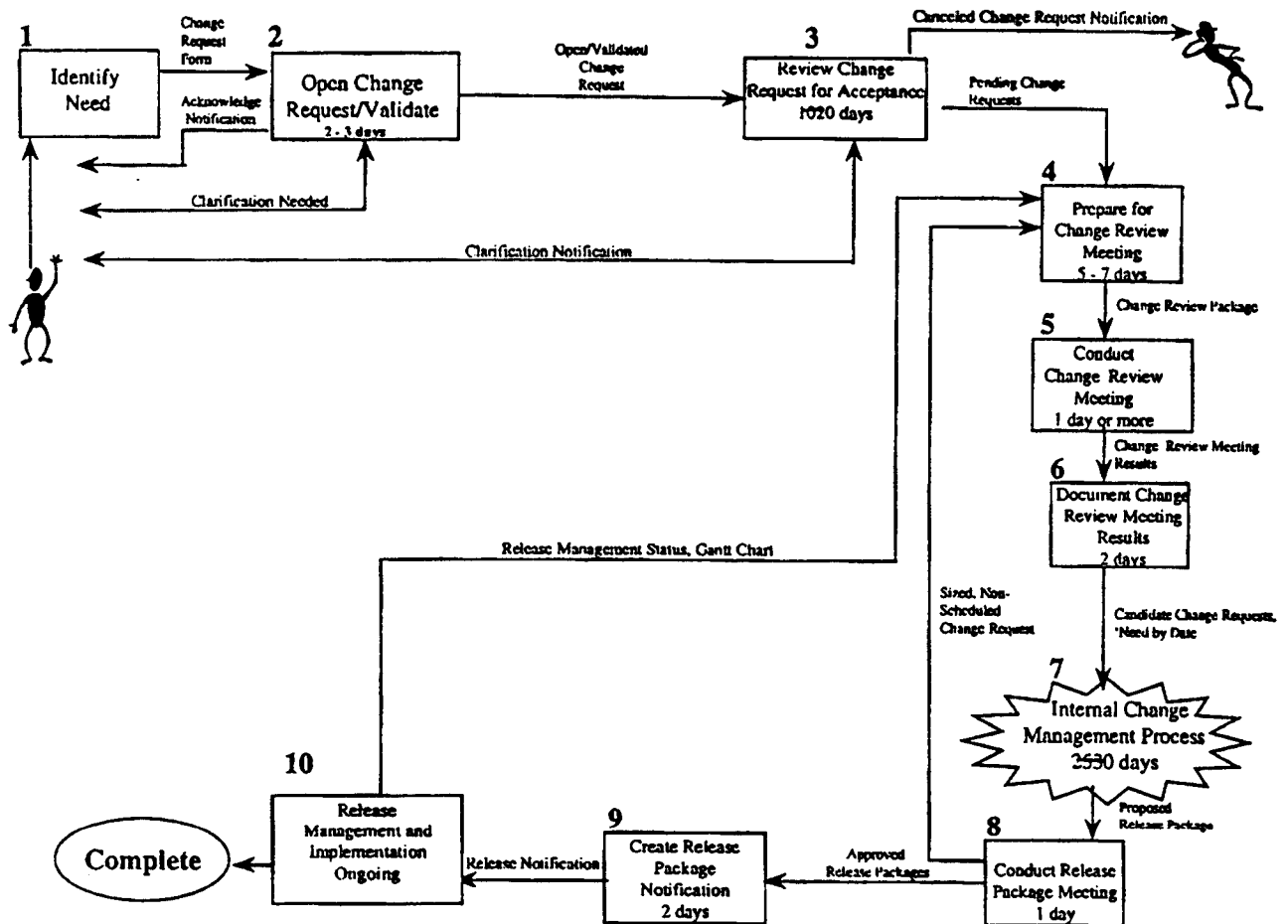


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- Software Release Notifications will be provided 30 days or more in advance of the implementation date.
- Requirements for software releases or systems modifications will be provided to CLECs 90 days or more in advance of the implementation date.
- Documentation changes will be provided 30 days or more in advance of implementation date.
- CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> • Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification	<u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form	2-3 Bus Days Clarification times would

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		(Attachment A-3) via e-mail to originator. - Establish request status ('N' for New Request) - Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. CLEC or BellSouth Originator If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	Checklist - Change Request Clarification Response OUTPUTS: - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification posted on web	be in addition to cycle time.
3	BCCM	REVIEW CHANGE REQUEST FOR ACCEPTANCE - Review Change Request and related information for content. - Determine status of request: - If change already ~~exists~~, ~~exists or training issue~~ forward Cancellation Notification (Attachment A-3) to CCM or BCCM and update status to 'C' for Request ~~Canceled~~ or 'CT' for Training. ~~If Training issue, refer to CSM or Account Team.~~ - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log. ~~If a request is not accepted, update change request status to 'CB' for "Cancelled BellSouth" and provide notification and explanation to originator.~~	INPUTS: - New Change Request - Validated Change Request - Clarification Notification (if required) OUTPUTS: - Pending Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	20-10 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. 3. Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. 4. ~~BSI may reject the change request based on the following reasons:~~ ~~cost/benefit, resource commitments,~~ ~~industry direction or BellSouth~~ ~~direction and will provide notification to the originating party.~~		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. <u>BCCM</u> 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. <u>CCCM</u> 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish "Desired/Want" dates. 3. Create draft Priority List to prepare for Change Review meeting.	<u>INPUTS:</u> • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log <u>OUTPUTS:</u> • Change Request Log • CLEC Draft Priority List	5-7 Bus Days
5	BCCM CCCM	<u>CONDUCT CHANGE REVIEW MEETING</u> <u>Monthly Status Meetings</u> 1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects) at monthly status meeting. 3. Review current Release Management statuses.	<u>INPUTS:</u> • Change Request Log • CLEC Draft Priority List • Desired/Want Dates • Impact analysis <u>OUTPUTS:</u> • Meeting minutes • Updated Change Request Log	1 Bus Day (or as needed based on volume) Meeting Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		<u>Prioritization Meetings (held as needed based on published release schedule)</u> - Follow Steps 1-3 from Monthly Status Meetings. - Initiators present Change Requests. - Discuss Impacts. - Prioritize Change Requests. - Develop final Candidate Requests list of Pending Change Requests by interface, 'Need by Dates' and prioritized Change Requests. - Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. - Review issues and action items and assign owners.	- Candidate Change Request List - Issues and Actions Items (if required)	
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> Prepare and distribute outputs from Step 5.	<u>INPUTS:</u> - Change Request Log - Final Candidate Request List <u>OUTPUTS:</u> - Updated Change Request Log - Web posting of meeting output	2 Bus Days
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities only to the Candidate Change Requests that meet the criteria established by the Internal Change Management Process. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities.	<u>INPUTS:</u> - Candidate Change Request List with agreed upon 'Need by Dates' - Change Request Log <u>OUTPUTS:</u> - BellSouth's Proposed Release Package	30-25 Bus Days
8	BCCM	<u>CONDUCT RELEASE PACKAGE MEETING</u> Prepare agenda.	<u>INPUTS:</u> BellSouth's Proposed Release Package	1 Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
	CCCM	2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. Non-scheduled Change Requests returned to Step 4 as Input for the "Prepare for Change Review Meeting" process. 5. Based on BST/CLEC consensus create Approved Release Package. 6. Identify Release Management Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting. 8. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled".	• BellSouth's Release Schedule • Change Request Log OUTPUTS: • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests • Non-Scheduled Change Requests (Return to Step 4) • Date for initial Release Management Project Meeting	
9	BCCM	<u>CREATE RELEASE PACKAGE NOTIFICATION</u> 1. Develop and distribute Release Notification Package via web.	INPUTS: • Approved Release Package OUTPUTS: • Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. 4. Once a Change Request is implemented in a release, the status will be changed to "T" for Change Implemented.	INPUTS: • Approved Release Package Notification OUTPUTS: • Project Release Status • Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Implemented Change Request	Ongoing

5.0 DEFECT NOTIFICATION OR EMERGENCY CHANGE PROCESS

A CLEC or BellSouth identified defect or emergency change will enter this process through the Change Management Team. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting. CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect.

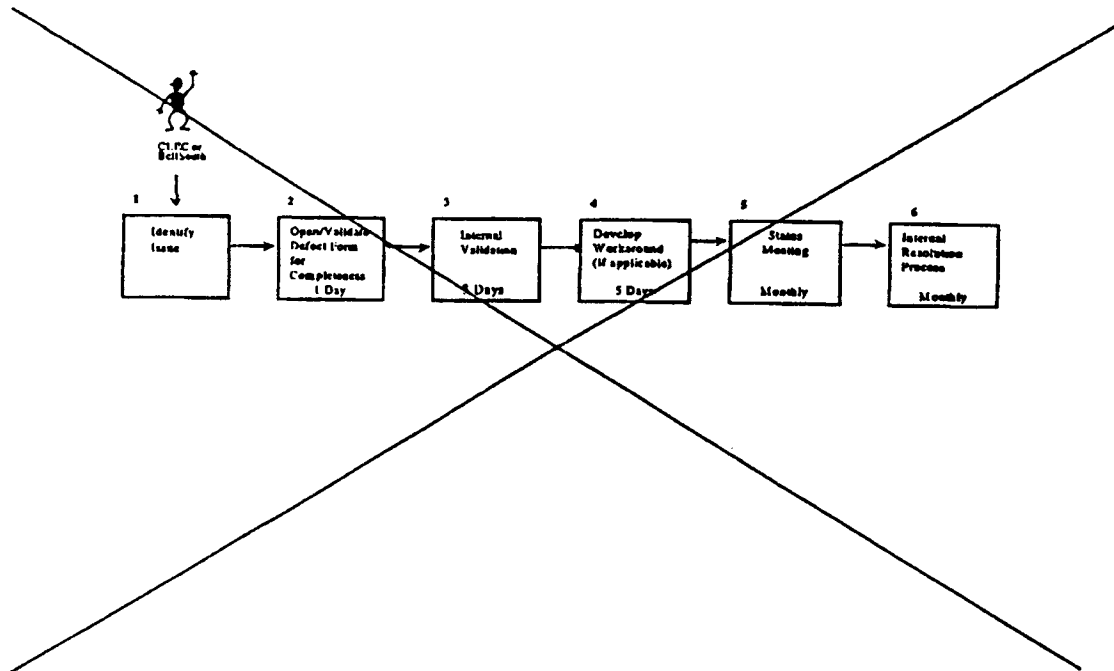


Figure 5-1. Type 6 Process Flow

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects, provide defect and status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Identify Defect. - Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a defect. - Attach related requirements and specification documents. These attachments should include the following, if available: - PON - OCN - Specific Scenario - Interface(s) affected - Error message (if applicable) - Release or API version (if applicable) - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> - Change Request with defect indicated <u>OUTPUTS:</u> - Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE DEFECT FORM FOR COMPLETENESS</u> - Log Defect in Change Request Log. - Send Acknowledgment Notification via email to initiating CLEC. ~~2-3.~~ Establish Defect status ('N' for New Defect). ~~3-4.~~ BCCM reviews change request for mandatory fields using the Change Request Form Checklist. ~~4-5.~~ Verify Defect specifications and related information exists. ~~5-6.~~ Send Clarification Notification via email to the originator if needed. ~~6-7.~~ Update Defect Status to 'PC' for Pending Clarification if clarification is needed.	<u>INPUTS:</u> - Completed Change Request Form (with related documentation if necessary) <u>OUTPUTS:</u> - New Defect - Acknowledgment Notification - Clarification Notification (if required)	4 hrs for Severity 1 & 2 1 Bus Day for Severity 3+ Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Defect Clarification Response.		
3	BCCM	INTERNAL VALIDATION 1. Validate that it is a defect. 2. Perform internal defect analysis. 3. Determine status of request: • If change already exists or training issue forward Cancellation Notification to CECM or BCCM and update status to 'C' for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team. • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Defect. ~~If the process is operating as specified in the baselined requirement, the "Defect Request" will be cancelled and supporting information provided via email to the originator. Update Change Request status to 'DC' for Defect Cancelled and send Cancellation Notification via email to originator.~~ • If issue is re-classified as a feature change, update Change Request status to "P" for Pending and provide supporting information via email to the originator. NOTE: See Section 9.0 Terms and Definitions – Defect Status for valid status codes and descriptions. Defect notification will be provided to CLEC community via e-mail and web posting.	INPUTS: • New Defect OUTPUTS: • Validated Defect • Defect notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	1 bus day for Severity 1 & 2 3 Bus Days for Severity 3 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
4	BCCM	<u>DEVELOP WORKAROUND (IF APPLICABLE)</u> 1. Defect workaround identified. 2. Change Request status changed to "W" for workaround identified. 3. Workaround is communicated via e-mail to originating CLEC. 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. Defect workaround notification will be provided to CLEC community via e-mail and web posting. <u>If necessary, a conference call will be established with CLECs to discuss the workaround.</u> If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting. <u>This will only apply to Severity 3 defects. In this instance, BellSouth will continue to process orders until a workaround is identified</u>	<u>INPUTS:</u> - Validated Defect - Clarification Notification (if required) <u>OUTPUTS:</u> - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of workaround	<u>1 bus day for Severity 1 & 2</u> <u>5 Bus Days for Severity 3 & 4</u>
5	BCCM	<u>MONTHLY STATUS MEETING</u> 1. Provide status of Defect. 2. Solicit CLEC/ BST input. 3. Update Defect information as needed.	<u>INPUTS:</u> - Defects Received - Change Request Log - Defect Analysis - Workaround (if applicable) <u>OUTPUTS:</u> - Updated status - Updated Change Request Log - Meeting minutes	<u>Monthly or when status changes, whichever occurs first</u>
6	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Defects based on capacity and business impacts <u>to the CLECs.</u> 2. Update status of scheduled Defects to 'S' for Scheduled. 3. Provide status and Defect Release	<u>INPUTS:</u> - CLEC/ BST input <u>OUTPUTS:</u> - Defect Release Schedule - Scheduled Defects	Monthly

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Schedule at next Monthly Status Meeting. 4. Update status of Implemented Defects to 'I' for Implemented.	Implemented Defects	

6.0 CHANGE REVIEW

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular interface are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 33 business days prior to the Change Review Meeting to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to coincide with the published release schedules and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda

- Change Request Log (List of Change Requests to be reviewed)
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- Voting on an interface not used by the CLEC is prohibited
- One vote per CLEC, per interface
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category, by interface
- Manual processes and documentation will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. BellSouth will seek to conform to the notification process for Type 4 (BellSouth Originated) changes as described in this document. In the event that BellSouth is forced to deviate from the Type 4 (BellSouth Originated) process for new non-impacting interface functionality, BellSouth will notify all CLECs of the deviation as promptly as ~~A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30-45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and socialize ideas.~~ BellSouth will provide specifications on the interface being developed to the CLEC Community. As new interfaces are deployed, they will be added to the scope of this document as appropriate, based on the use by the CLEC community and requested changes will be managed by this process.

Retirement of Interfaces

The retirement of interfaces will not be part of the Change Control Process. As active interfaces are retired, BellSouth will post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to give provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five day turnaround for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications will be distributed by Change Control to the industry unless there is a proprietary issue. ~~All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.~~

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day of the BellSouth decision in order to provide industry notification with the appropriate executives.
- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

ESCALATIONS SHOULD BE WITHIN INFORMATION TECHNOLOGY.

Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position. Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Terrie Hudson AVP Sales	770-936-3740	Terrie.Hudson@bridge.bellsouth.com
3rd Level	TBD VP Sales		

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, BellSouth and the impacted CLEC(s) ~~agree to~~may follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.

If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name "Ccp.doc". The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings. All changes will be submitted as a change request and reviewed.

10.0 ~~TESTING ENVIRONMENT TESTING~~

Requests related to testing of processes and interfaces will be included in the Change Control Process. Changes to BellSouth's testing environments and supporting processes will be submitted through the Change Control Process as a Type 5 request. The requests will follow the guidelines and intervals set forth in the Type 5 process flow.

~~BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.~~

~~BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing only after "major releases". CLECs are selected on a "first come, first serve basis".~~

~~New Carrier Testing is offered to those CLEC's who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.~~

~~For additional details on the testing environment, regulations and guidelines, you will be able to refer to the BellSouth public internet site by the end of May 2000. The internet web site is as follows:~~

~~———— www.interconnection.bellsouth.com/markets/lec.html~~

~~BellSouth is currently investigating and pricing the feasibility of a wholly separate, non-production testing environment for all pre-ordering and ordering interfaces per a CLEC request. This testing environment will mirror the production environment.~~

11.0 TERMS AND DEFINITIONS

A

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- **Type 1 – BellSouth System Outage.** A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- **Type 2 – Regulatory Change.** Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.
- **Type 3 – Industry Standard Change.** Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
- **Type 4 – BellSouth Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
- **Type 5 – CLEC Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
- **Type 6 – CLEC Impacting Defect.** Any non-Type 1 change where a CLEC Impacting Defect is found in a production environment when the system is not operating as specified in baseline business requirements.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CB = Cancellation by BellSouth.** BST may reject the change request based on the following reasons: cost/benefit, resource commitments, industry direction or BellSouth direction.
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **CRC = Change Review Complete.** Indicates a Change Request has been reviewed at an Change Review Meeting, but did not reach the Candidate Request List (Step 10).
- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).
- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Request, generate Candidate Change Request, and submit Candidate Change Request for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Approved Release Package, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect (Documentation). A condition where the documentation does not agree or accurately reflect the business environment.

Defect (Electronic Interfaces). A defect found in a production environment when the system is not operating as specified in a baseline business requirement's document.

Defect Status. The status of a CLEC Impacting Defect Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.

- **CT = Training.** Requested change already exists, additional training may be required.
- **DC = Defect Cancelled.** Process is operating as specified in the baseline requirements.
- **I = Implemented.** Indicates a Defect Change Request has been implemented in a release (Step 6).
- **N = New Defect Change Request.** Indicates a Defect Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect.** Indicates internal analysis has been conducted and it is determined that it is a validated defect (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). **Machine-to-Human.**

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Maintenance/Defect Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

Transmittal Cover Sheet for Pate Exhibit RMP-17

This sheet transmits the
CCP Document, Version 2.0, with AT&T's Proposed Changes
which consists of 70 pages.



CHANGE CONTROL PROCESS

CCP8_23.DOC

VERSION 2.0

AUGUST 23, 2000

Issued: 9/15/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

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This document is not to be construed as a contract. It does not create an obligation on the part of BellSouth Telecommunications or the Competitive Local Exchange Carriers to perform any modification, change or enhancement of any product or service.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent, whether or not the use of any information herein necessarily employs an invention of any existing or later issued patent.

Issued: 9/15/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community

			- Web Site address for Change Control Process - Notification regarding the Retirement and Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1	- Updated CCP web site address

		Section 8	- Updated Escalation Contacts for Types 2-6
		Section 11	- Added definitions for Account Team and Electronic Communications Support (ECS)
1.6	7/20/00	Section 1	- Added “testing” under process changes
		Section 2	- Clarification provided in “Change Review Participants” description.
		Section 4	- Added statement regarding submittal of Change Requests
		Part 2	- Clarification provided for documentation changes for business rules
			- Step 2-Added email notification
			- Step 3-Removed “Cancellation by BellSouth”
			- Step 3-Clarification on reject reasons
		Section 5	- Step 3-Clarification on internal validation activities
			- Step 4-Changed cycle time from 5 to 4 bus days for develop workaround
			- Added defect implementation range
		Section 6	- Changed prioritization from “by interface” to “by category”
			- Changed timeframe for receiving a Change Request prior to a Change Review Meeting from 33 to 30 business days
			- Modified the prioritization voting rules
		Section 7	- Updates to the Introduction and Retirement of Interfaces
		Section 8	- Added Type 6 escalation turnaround time
			- Changed 3 rd Level Escalation contacts for Types 2-6
		Section 11	- Removed “Cancellation by BellSouth” and

		Appendix A	- “Defect Cancelled” definitions - Removed “Cancellation by BellSouth” from Change Request Form and Checklist - Added Letter of Intent Form
		Appendix C	- Changes to the following forms: Preliminary Priority List, CCP User Registration Form.
		Appendix D	- Added the following forms: Defect Notification Sample, CR Log Legend.
		All	- Added BellSouth Versioning Policy Word changes to provide clarification throughout the document.
2.0	08/23/00	Cover	- Removed “Interim” from cover.
		Section 3	- Updated Type 6 definition to incorporate new defect and expedited feature definitions.
		Section 5	- Replaced Section 5, Defect Notification Process with a “Draft” Defect/Expedite Notification Process. - Reduced the implementation interval for validated defects (High Impact) from 4 - 30 business days to 4 - 25 business days, best effort.
		Section 10	- Added Internet Web sites for EDI and TAG Testing Guidelines
		Section 11-Terms & Definitions	- Updated definition for Defect. Added definitions for Expedited Feature, High, Medium and Low Impacts.
		Appendix A	- Modified Change Request Forms (RF1870 and RF1872) to include email address for Change Control. Also added High, Medium and Low Assessment of Impact Levels.
		All	- Referenced the handling of expedites and expedite notification where appropriate.

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance, [training materials and job aids](#))
- Defects/Expedites

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
 - Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
 - Contractual Agreements
 - Collocation
-
- Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/>

Select “Local Exchange Carriers”

Select “Change Control Process”

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request. [Type 2 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.](#)

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request. [Type 3 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.](#)

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues

for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). [Type 4 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.](#)

Type 5 – CLEC Initiated Change.

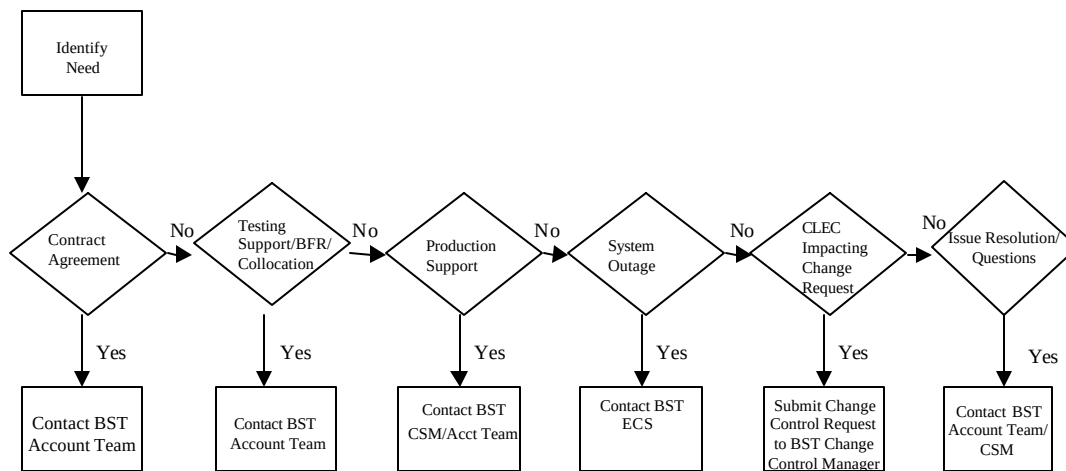
Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). [Type 5 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.](#)

Type 6- CLEC Impacting Defects.

[A defect is](#) any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BellSouth has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects. [Type 6 changes may **not** be managed using the Expedited Feature Process as discussed in Section 4, Part 3.](#)

The CLEC and/or BellSouth may initiate [defect](#) changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

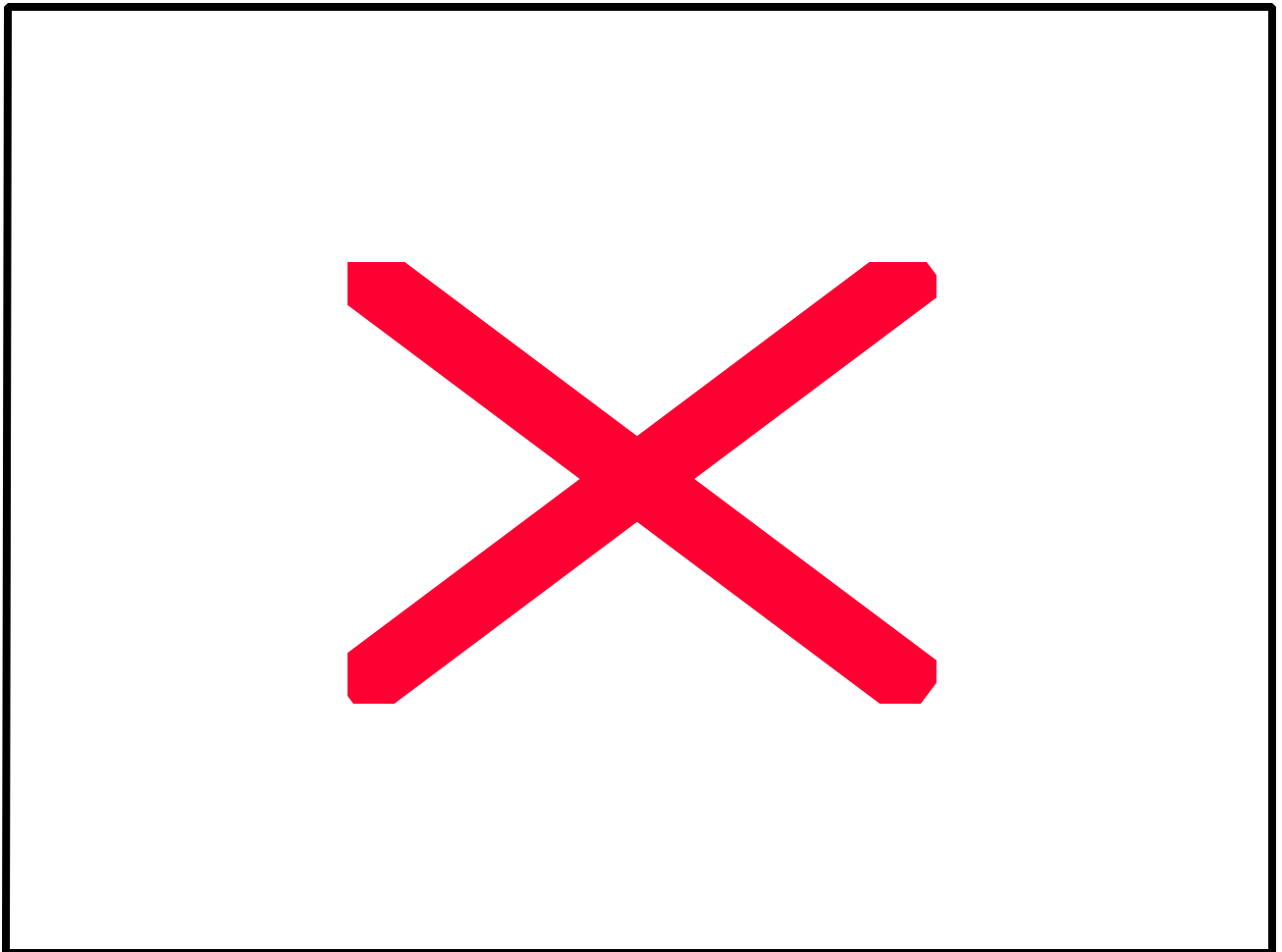


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Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:



[No change was made to this figure, an error in the revision marking process resulted in its accidental [modification/deletion](#).]

Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

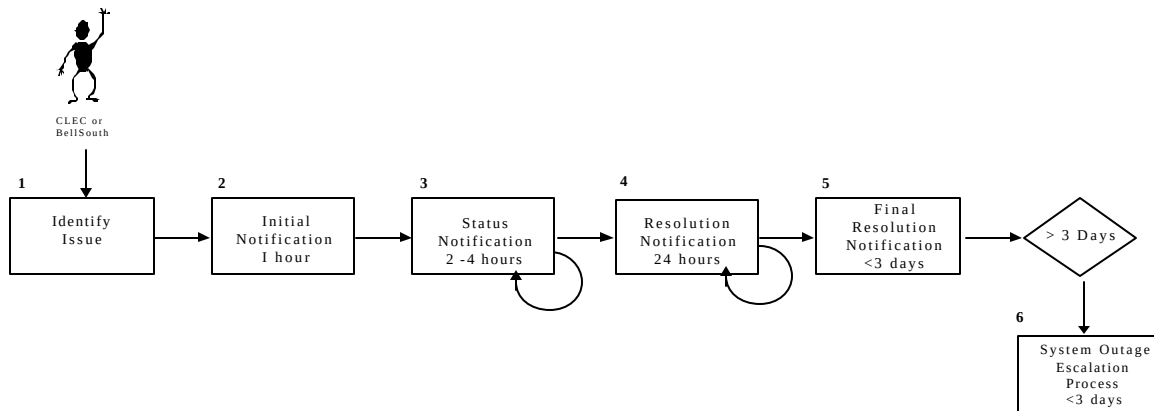


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will provide the CLEC with a trouble ticket number and record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. - ECS will continue to work towards the resolution of the problem - If outage is resolved, this notice is	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		the first and final notification. The process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		web.
3	ECS	<u>STATUS NOTIFICATION: (ITERATIVE)</u> - If the outage is not resolved, ECS will continue to work towards the resolution on the problem. - ECS may communicate with the industry / affected parties. The following information may be discussed: - Clarification of outage - Current status of resolution - Agreement of resolution - If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. - Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> - Industry Notification posted on Web <u>OUTPUTS:</u> - Status Notification posted on Web - Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION: (ITERATIVE)</u> - The resolution notification is posted to the Web. - If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. - If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. - When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	<u>INPUTS:</u> - Status Notification posted on Web - Resolution information <u>OUTPUTS:</u> - Resolution Information posted on Web - Final Resolution Information	24 hours after reporting outage

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
5	ECS	<u>FINAL RESOLUTION NOTIFICATION:</u> 1. The final resolution notification is posted on the Web.	<u>INPUTS:</u> - Final Resolution Information <u>OUTPUTS:</u> - Final Resolution Notification	< 3 days
6	CCCM ECS	<u>ESCALATION</u> 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 8.	<u>INPUTS:</u> - Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> - Documented Escalation - Escalation Response	➤ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

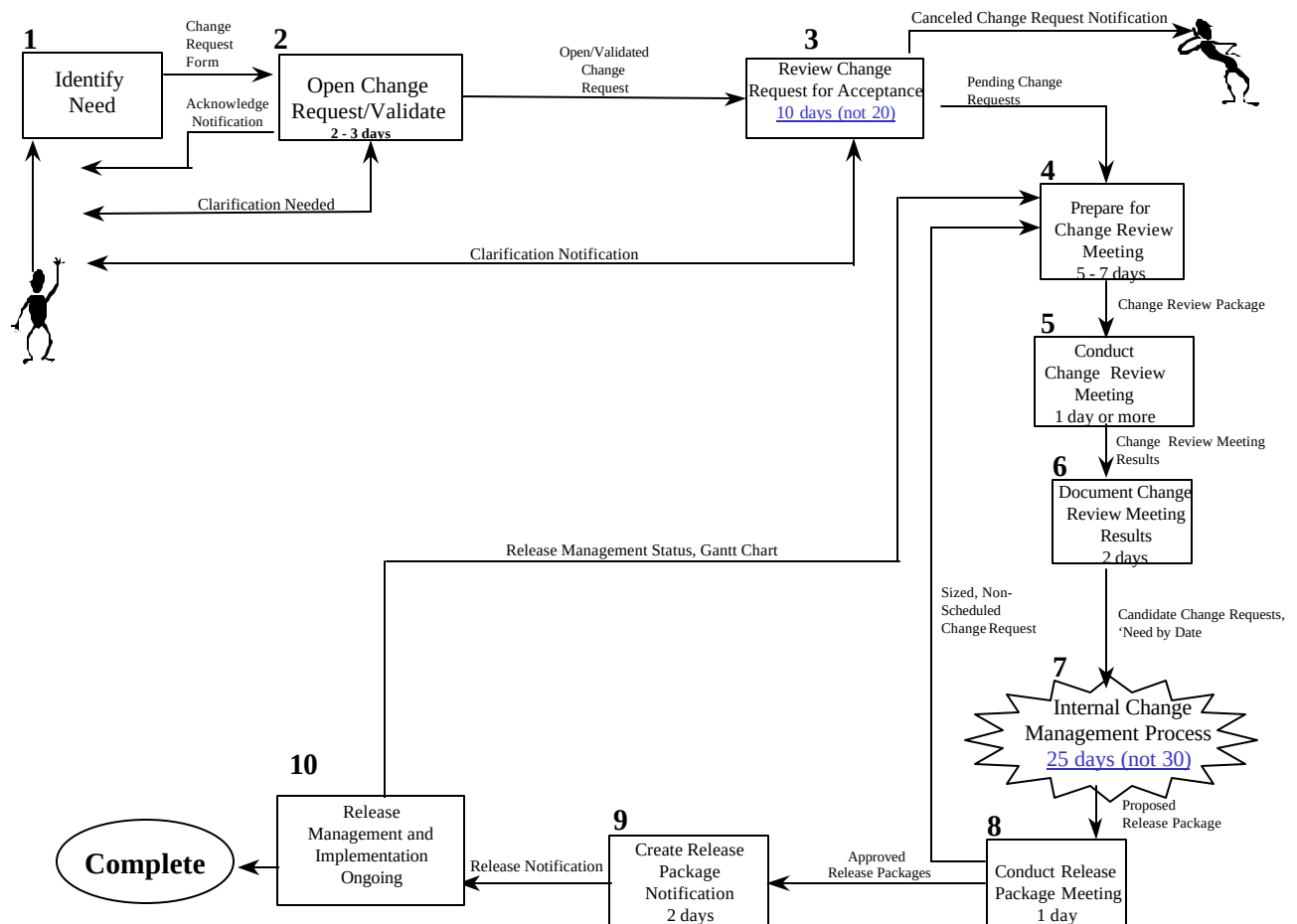


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- Final Software Release requirements and specifications will be provided 30 calendar days or more in advance of the implementation date.
- Draft requirements and specifications for software releases or systems modifications will be provided to CLECs 90 calendar days or more in advance of the implementation data.
- All additions and changes to any BellSouth documentation changes that do not impact CLEC software, including business rule changes, will be provided to CLECs 30 calendar days or more in advance of implementation date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. - Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. - Attach related requirements and specification documents. (See Attachment A-1A, Item 22) - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> - Change Request Form (Attachment A-1) - Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> - Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> - Log Request in Change Request Log. - Send Acknowledgement Notification	<u>INPUTS:</u> - Completed Change Request Form with related documentation - Change Request Form	2-3 Bus Days Clarification times would be

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		(Attachment A-3) via e-mail to originator. - Establish request status ('N' for New Request) - Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. CLEC or BellSouth Originator If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	Checklist - Change Request Clarification Response OUTPUTS: - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification via e-mail and web posting	in addition to cycle time.
3	BCCM	REVIEW CHANGE REQUEST FOR ACCEPTANCE - Review Change Request and related information for content. - Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. - Determine status of request: - If change already exists forward Cancellation Notification (Attachment A-3) to CCCM or BCCM and update status to 'C' for Request Canceled . - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log. NOTE: See Section 9.0 Terms and Definitions – Change Request Status for	INPUTS: - New Change Request - Validated Change Request - Clarification Notification (if required) OUTPUTS: - Pending Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	10 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		valid status codes and descriptions. If BellSouth feels that a CLEC initiated change request should not be accepted because of cost, industry direction or because it is believed not technically feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. With input from other participating CLECs, and subsequent to BellSouth's presentation, BellSouth and the originating CLEC will determine the disposition of the request. BellSouth shall consider all possible options for accommodating the request.		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. <u>BCCM</u> 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. <u>CCCM</u> 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish "Desired/Want" dates. 3. Create draft Priority List to prepare for Change Review meeting.	<u>INPUTS:</u> • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log <u>OUTPUTS:</u> • Change Request Log • CLEC Draft Priority List	5-7 Bus Days
5	BCCM	<u>CONDUCT CHANGE REVIEW MEETING</u> <u>Monthly Status Meetings</u>	<u>INPUTS:</u> • Change Request Log • CLEC Draft Priority List	1 Bus Day (or as needed)

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
	CCCM	1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. 4. Review issues and action items and assign owners. <u>Prioritization Meetings (held quarterly in March, June, September and December)</u> 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests. 5. Develop final Candidate Requests list of Pending Change Requests by category, 'Need by Dates' and prioritized Change Requests. 6. Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.	• Desired/Want Dates • Impact analysis OUTPUTS: • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	based on volume) Meeting Day
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> 1. Prepare and distribute outputs from Step 5.	INPUTS: • Change Request Log • Final Candidate Request List OUTPUTS: • Updated Change Request Log • Web posting of meeting output	2 Bus Days
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> 1. Both BellSouth and CLECs will perform analysis, impact, sizing and	INPUTS: • Candidate Change Request List with agreed upon 'Need by Dates'	25 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		estimating activities to the Candidate Change Requests. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities. 2. Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached for each future release. 3. All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.	- Change Request Log OUTPUTS: - BellSouth's Proposed Release Package (s) - CLEC analysis.	
8	BCCM CCCM	CONDUCT RELEASE PACKAGE MEETING - Prepare agenda. - Make meeting preparations. - Evaluate proposed release schedule. - Based on BST/CLEC consensus create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability. - Identify Release Management Project Manager, if possible. - Establish date for initial Release Management Project Meeting for newly established releases. - All Change Requests that are in the approved scheduled release (s) will be changed to "S" status for "Scheduled".	INPUTS: - BellSouth's Proposed Release Package (s) - BellSouth's Release Schedule - Change Request Log - CLEC analysis OUTPUTS: - Approved Release Package - Updated Change Request Log - Meeting Minutes - Scheduled Change Requests - Date for initial Release Management Project Meeting for newly established releases.	1 Bus Day
9	BCCM	CREATE RELEASE PACKAGE NOTIFICATION Develop and distribute Release Notification Package via web.	INPUTS: Approved Release Package (s)	2 Bus Days after Release Package Mtg.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
			OUTPUTS: Release Package Notification	
10	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements for software changes will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. - Draft Specifications and Requirements will be provided NLT 90 days in advance of Implementation. - Final Specifications and Requirements will be provided NLT 30 days in advance of Implementation. - Implementation will occur NLT 6 months from the date of the prioritization of each change request. 4. BellSouth Documentation changes, including business rule changes will be provided. - All such changes will be provided NLT 30 days in advance of Implementation. - Implementation will occur NLT 90 days from the date of the prioritization of each change request. 5. Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.	INPUTS: - Approved Release Package Notification OUTPUTS: - Project Release Status - Implementation Date - Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc - Draft Specifications and Requirements - Final Specifications and Requirements - Documentation Changes - Implemented Change Request	Ongoing

Part 3 – Types 2-5 Exception/Expedited Feature Process

Situations may arise from time to time that require exception treatment for Type 2-5 changes or a Type 6 Defect Change that has been reclassified as a feature change request. An expedited feature request is made to correct the inability of a CLEC to process certain types of orders to BellSouth due to a lack of programming on BellSouth's side of the interface. An exception may involve the extension of the normal intervals for the implementation of a Type 2-5 change.

These situations will be addressed using the following Exception/Expedited Feature Process. As each situation will likely be unique, this process provides the framework in which the CCP members will make the necessary consensus decisions to achieve implementation of the feature in an exception/expedited manner.

Figure 4-4 provides the process flow for the validation and resolution of a Type 2-5 Exception/Expedited Feature Change.

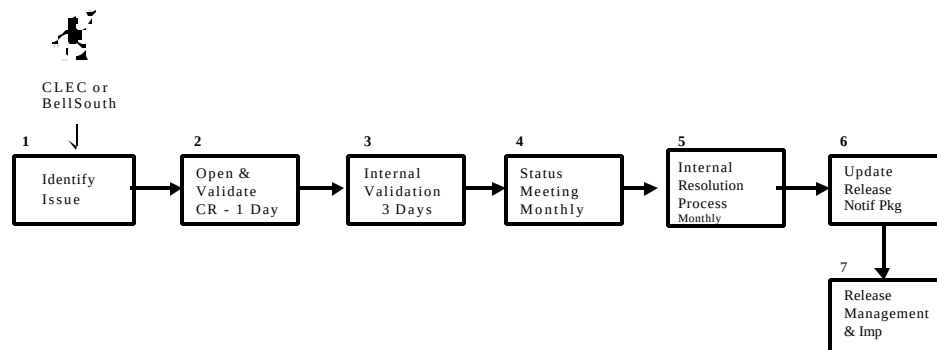


Figure 4-4. Type 2-5 Exception/Expedited Feature Process

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 2-5 Exception/Expedited Feature Process. This process will be used to validate exceptions/expedites, provide status notification(s) and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table –4-4. Type 2-5 Exception/Expedited Feature Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Identify Exception/Expedite. - Originator and CCCM or BCCM complete the standardized Change Request Form indicating that it is an Expedite Candidate. - Include description of business need and details of business impact. - Attach related requirements and specification documents. These attachments should include the following, if available: - PON - OCN - Specific scenario - Interface(s) affected - Error message (if applicable) - Release or API version (if applicable) - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> - Type 2-5 Change Request - Reclassified Type 6 Change Request - Exception/Expedited Request <u>OUTPUTS:</u> - Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE EXPEDITE FORM FOR COMPLETENESS</u> Log Exception/Expedite in Change Request Log.	<u>INPUTS:</u> Completed Change Request Form (with related documentation if necessary)	1 Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish CR status ('N' for New Exception/Expedite). 4. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. 5. Verify specifications and related information exists. 6. Send Clarification Notification via email to the originator if needed. 7. Update CR Status to 'PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.	OUTPUTS: • New Exception/Expedite • Acknowledgment Notification • Clarification Notification (if required)	
3	BCCM	INTERNAL VALIDATION 1. Validate that it is an Exception/Expedite. 2. Perform internal exception/expedite analysis. 3. <u>Determine status of request:</u> • If request duplicates existing change request, forward Cancellation Notification to CCCC or BCCM and update status to 'C' for Request Cancelled . • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Exception/Expedite and indicate appropriate Impact Level. • If issue does not qualify for exception/expedited treatment, re-classify as a standard feature change.	INPUTS: • New Exception/Expedite OUTPUTS: • Validated Exception/Expedite • Exception/Expedite notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	3 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		provide supporting information via email to the originator for review and feedback. The Change Request will exit the exception/expedite process flow and enter Types 2-5 normal process flow at Step 3. NOTE: See Section 11.0 Terms and Definitions – Expedite Status for valid status codes and descriptions. Exception/Expedite notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM CCP Members	<u>MONTHLY STATUS MEETING</u> 1. Provide status of Excpetion/Expedite. 2. Solicit CLEC/ BST input. 3. Reach consensus as to disposition. 4. Update Exception/Expedite information as needed.	<u>INPUTS:</u> • Exceptions/Expedites Received • Change Request Log • Exception/Expedite Analysis <u>OUTPUTS:</u> • Updated status • Updated Change Request Log • Meeting minutes	Monthly or when status changes, whichever occurs first.
5	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Exceptions/Expedites based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status changes until the exception/expedite is implemented. Exceptions will be implemented in the release determined by the consensus reached in Step 4. Expedites will be implemented in the current, next release, or point release, best effort, as determined by the consensus of the CCP Members at the Monthly Status Review Meeting.	<u>INPUTS:</u> • CLEC/ BST input <u>OUTPUTS:</u> • Excpetions/Expedites Release Schedule	Monthly or when status changes, whichever occurs first.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
6	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> 1. Update and distribute release notification package via web. 2. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled". Note: The release notification will be published in a timely manner, based on the release constraints associated with the expedite.	<u>INPUTS:</u> • Exception/Expedite Feature Information <u>OUTPUTS:</u> • Updated Release Package Notification • Scheduled Change Request	Based on release constraints for expedites (may be less than 30 days).
7	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 2-5 Exception/Expedited Feature changes: 1. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. 2. BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. 3. Once an Exception/Expedited Feature Change is implemented in a release, the status will be changed to "I" for Change Implemented.	<u>INPUTS:</u> • Approved Release Package Notification <u>OUTPUTS:</u> • Project Release Status • Implementation Date • Implemented Change Request	Ongoing

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5.0 DEFECT/EMERGENCY CHANGE PROCESS

A CLEC/BST identified defect/emergency change will enter this process through the Change Management Team as a Type 6 Change Request. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

A **defect** is any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect Change Requests will have three Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

- **Medium Impact**

The failure causes impairment of critical system functions, though a workaround solution does exist.

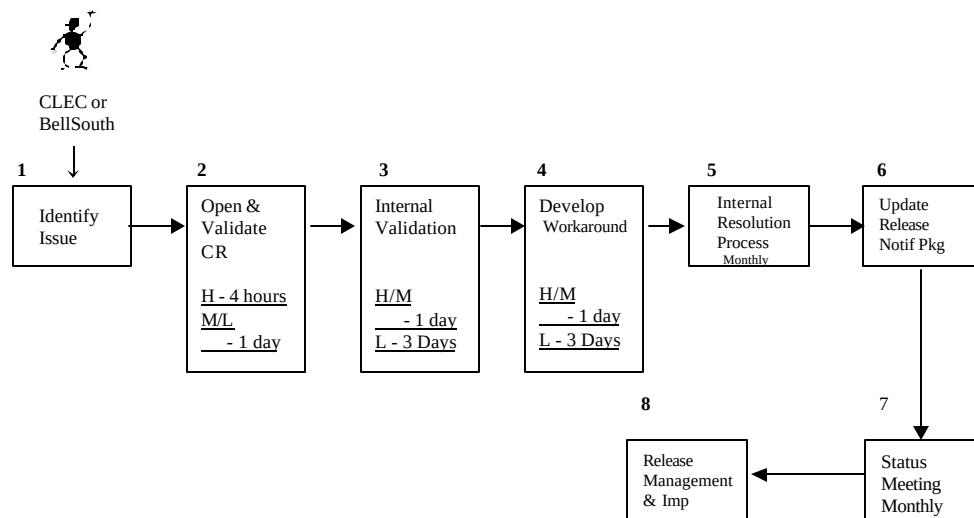
- **Low Impact**

The failure causes inconvenience or annoyance.

Defect Changes identified as High Impact are referred to as **Emergency Changes**. CLECs encountering High Impact defects outside normal business hours (7am – 6pm Eastern) will submit their requests to the Electronic Communications Support (ECS) Group. The ECS Helpdesk number is 888-462-8030.

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Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/[Emergency Change](#).



[NOTE: The intervals in the boxes above match the intervals in the tables below for High, Medium, and Low Impact defect change requests.]

Figure 5-1. Type 6 Process Flow

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The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects, provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	IDENTIFY NEED 2. Identify Defect. 5. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 6. Include description of business need and details of business impact. 7. Attach related requirements and specification documents. These attachments should include the following, <i>if available</i> : • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	INPUTS: • Type 6 Change Request OUTPUTS: • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	OPEN & VALIDATE DEFECT/EXPEDITE FORM FOR COMPLETENESS 1. Log Defect/Expedite in Change Request Log. 8. Send Acknowledgment Notification via email to initiating CLEC. 9. Establish CR status ('N' for New Defect/Expedite). 10. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. 11. Verify specifications and related	INPUTS: • Completed Change Request Form (with related documentation if necessary) OUTPUTS: • New Defect/Expedite • Acknowledgment Notification • Clarification Notification (if required)	4 hours for High Impact 1 Bus Day for Medium and Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		information exists. 12. Send Clarification Notification via email to the originator if needed. 13. Update CR Status to ' PC ' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.		
3	BCCM	INTERNAL VALIDATION 4. Validate that it is a defect/expedite. 5. Perform internal defect/expedite analysis. 6. <u>Determine status of request:</u> • If change already exists forward Cancellation Notification to CCCM or BCCM and update status to 'C'. • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. • If the process is operating as specified in the baselined requirements and published business rules, the BCCM will communicate the results via e-mail to the originator to discuss/determine the next step(s). • If issue is re-classified as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect process flow and enter Types 2-5 process flow	INPUTS: • New Defect/Expedite OUTPUTS: • Validated Defect/Expedite • Defect/Expedite notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	1 Bus Day for High and Medium Impact 3 Bus Days Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		(enter at Step 3). NOTE: See Section 11.0 Terms and Definitions – Defect Status for valid status codes and descriptions. Defect notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	<u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> - Defect workaround identified. - Change Request status changed to “W” for workaround identified. - Workaround is communicated via e-mail to originating CLEC and to the CLEC community via e-mail and web posting - If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	<u>INPUTS:</u> - Validated Defect - Clarification Notification (if required) <u>OUTPUTS:</u> - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of workaround	1 Bus Day for High and Medium Impact 4 Bus Days for Low Impact
			•	
5	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> - Schedule and evaluate Defects based on capacity and business impacts to the CLECs and BellSouth. - Provide status updates to the CLEC community via email as the status changes until the defect is implemented.	<u>INPUTS:</u> - CLEC/ BST input <u>OUTPUTS:</u> - Defect Release Schedule	Validated High and Medium Impact defects will be implemented within a 4 – 10 business day range, best effort. Low Impact defects will be implemented

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Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
				within a 4 – 20 business day range, best effort.
6	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> 3. Update and distribute release notification package via web. 4. All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”. Note: The release notification will be published in a timely manner, based on the release constraints associated with the defect/expedite.	<u>INPUTS:</u> - Defect Feature Information <u>OUTPUTS:</u> - Updated Release Package Notification - Scheduled Change Request	Based on release constraints for defects/ (may be less than 30 days).
7	BCCM	<u>MONTHLY STATUS MEETING</u> 5. Provide status of Defect. 6. Solicit CLEC/ BST input. 7. Update Defect/Expedite information as needed.	<u>INPUTS:</u> - Defects/Expedites Received - Change Request Log - Defect/Expedite Analysis - Workaround (if applicable) <u>OUTPUTS:</u> - Updated status - Updated Change Request Log Meeting minutes	Monthly or when status changes, whichever occurs first.
8	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 6 changes: 4. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. 5. BellSouth business requirements will be presented to CLECs for expedited	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status - Implementation Date - Implemented Change Request	Ongoing

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Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		features (if applicable). If needed, changes will be incorporated and requirements re-baselined. 6. Once a defect is implemented in a release, the status will be changed to "I" for Change Implemented.		

6.0 CHANGE REVIEW – PRIORITIZATION – RELEASE PACKAGE DEVELOPMENT AND APPROVAL

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to [occur in March, June, September and December](#) and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)

-
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category
- Documentation [changes](#) will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

Part 4 – Developing and Approving Release Packages

Subsequent to the Change Review Meeting BellSouth and the CLECs will each evaluate and analyze the Candidate Change Requests in preparation for the Release Package Meeting that will be held 25 business days later.

- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints for each future release have been reached.
- All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.

During the Release Package Meeting BST/CLEC consensus will be used to create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability.

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. BellSouth will seek to conform to the notification process for Type 4 (BellSouth Originated) changes as described in this document. In the event that BellSouth is forced to deviate from the Type 4 (BellSouth Originated) process for new non-impacting interface functionality, BellSouth will notify all CLECs of the deviation as promptly as possible. BellSouth will provide specifications on the interface being developed to the CLEC Community using the timeframes established in Part 4, Section 2. As new interfaces are deployed, they will be added to the scope of this document and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.
- For Type 6 **High and Medium Impact** issues, the escalation process is agreed to allow BellSouth a **one**-day turnaround to provide a status for each cycle of escalation.
- For Type 6 **Low Impact** and Type 2-5 **Expedite Process** issues, the escalation process is agreed to allow BellSouth a **three**-day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications **will be** distributed by **Change Control** to the industry **via** e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day

of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Type 2-5 Changes: within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6, High and Medium Impact Changes: Within 1 business day of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6 Low Impact and Type 2-5 Expedite Changes: Within 3 business days of receipt (2 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues) Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7878 404-927-7828	Linda.Tate3@bridge.bellsouth.com Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal	404-927-7505	Doug.Mcdougal@bridge.bellsouth.com

	Senior Director (for Systems Issues)		Dee.Freeman2@bridge.bellsouth.com
	Dee Freeman-Butler Senior Director (for Business Rules/Operations Issues)	404-927-3545	

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, including escalation within each company to the person with ultimate authority for Change Control operations, and the services of a Joint Investigative Team when appropriate, BellSouth and the impacted CLEC(s) agree as follows:

- Either party to the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, both parties shall participate in good faith.
- Either party may file a formal complaint with the State PSC, requesting resolution of the issue, without necessity for prior mediation.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name “Ccp.doc” (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings following receipt of the request, if included in the published meeting agenda. Following this initial review the BCCM and a CLEC representative appointed by the CLECs participating in the review shall prepare an official E-mail ballot for distribution. The official ballot will detail the change being requested, and the significant arguments presented for and against the change during the review. The ballot will be distributed one week following the Status Meeting. CLEC’s and BellSouth will have one week in which to cast their vote. Only ballots transmitted before midnight of the due date will be counted. Implementation of such changes will require a two-thirds affirmative vote for approval. .

10.0 TESTING ENVIRONMENT

Requests related to the processes of testing an interfaces will be included in the Change Control Process. Changes to BellSouth's testing environments and supporting processes will be submitted through the Change Control Process as a Type 5 request. The requests will follow the guidelines and intervals set forth in the Type 5 process flow.

ellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing. BellSouth will also provide a pre-release testing environment for TAG and EDI that will be available to CLEC's 30 days prior to the implementation of any new releases. This environment will be a wholly separate, non-production environment for all preordering and ordering interfaces and will mirror the production environment.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after "major releases". CLECs are selected on a "first come, first served basis".

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html

Select "Customer Guides"

Select "Local Exchange Ordering Guides"

Select "BellSouth EDI Specifications – TCIF 9"

Select "Section 7 – EDI Testing Guidelines for CLECS"

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select “OSS Information Center”

Select “TAG Documentation”

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations	- BonaFide Requests (BFR)
- Enhanced Billing Options Negotiations	- Production Support
- Customer Education	- Collocation
- Technical Assistance	- Testing Support
- General Problem Resolution	- Project/Order Coordination
- Tariff Interpretation	- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as

-
- the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.
- Type 3 – Industry Standard Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
 - Type 4 – BellSouth Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
 - Type 5 – CLEC Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
 - Type 2-5 – Expedited Feature Change. Any Type 2-5 change that either BellSouth or a CLEC submits for exception handling in order to achieve a more rapid implementation.
 - Type 6 – CLEC Impacting Defect. Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.
- **CRC = Change Review Complete.** Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).
- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).
- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).

- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect/Expedite Status. The status of a CLEC Impacting Defect/Expedite Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
 - **CD = Duplicate Request.** A request for this change already exists.
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Emergency Change. Defect Changes identified as High Impact are **emergency changes**.

Exception Change. An exception change request may involve the extension of the normal intervals for the implementation of a Type 2-5 change.

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a **lack of programming** on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.

Transmittal Cover Sheet for Pate Exhibit RMP-18

This sheet transmits the

October 27, 2000 CCP Process Review Meeting Minutes
(Provided by AT&T to all CCP Participants – Confidential/Proprietary)

which consists of 3 pages.

Transmittal Cover Sheet for Pate Exhibit RMP-19

This sheet transmits the
CCP Document, Version 2.0, with BellSouth's Proposed Changes
which consists of 83 pages.



CHANGE CONTROL PROCESS

CCP8_23.DOC

VERSION 2.0

OCTOBER 27, 2000

DECEMBER 5, 2000

Issued: 10/27/00 12/05/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

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Issued: 10/27/00 12/05/00

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community

			- Web Site address for Change Control Process - Notification regarding the Retirement and Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1	- Updated CCP web site address

		Section 8	- Updated Escalation Contacts for Types 2-6
		Section 11	- Added definitions for Account Team and Electronic Communications Support (ECS)
1.6	7/20/00	Section 1	- Added “testing” under process changes
		Section 2	- Clarification provided in “Change Review Participants” description.
		Section 4	- Added statement regarding submittal of Change Requests
		Part 2	- Clarification provided for documentation changes for business rules
			- Step 2-Added email notification
			- Step 3-Removed “Cancellation by BellSouth”
			- Step 3-Clarification on reject reasons
		Section 5	- Step 3-Clarification on internal validation activities
			- Step 4-Changed cycle time from 5 to 4 bus days for develop workaround
			- Added defect implementation range
		Section 6	- Changed prioritization from “by interface” to “by category”
			- Changed timeframe for receiving a Change Request prior to a Change Review Meeting from 33 to 30 business days
			- Modified the prioritization voting rules
		Section 7	- Updates to the Introduction and Retirement of Interfaces
		Section 8	- Added Type 6 escalation turnaround time
			- Changed 3 rd Level Escalation contacts for Types 2-6
		Section 11	- Removed “Cancellation by BellSouth” and

		Appendix A	- “Defect Cancelled” definitions - Removed “Cancellation by BellSouth” from Change Request Form and Checklist - Added Letter of Intent Form
		Appendix C	- Changes to the following forms: Preliminary Priority List, CCP User Registration Form.
		Appendix D	- Added the following forms: Defect Notification Sample, CR Log Legend.
		All	- Added BellSouth Versioning Policy Word changes to provide clarification throughout the document.
2.0	08/23/00	Cover	- Removed “Interim” from cover.
		Section 3	- Updated Type 6 definition to incorporate new defect and expedited feature definitions.
		Section 5	- Replaced Section 5, Defect Notification Process with a “Draft” Defect/Expedite Notification Process. - Reduced the implementation interval for validated defects (High Impact) from 4 - 30 business days to 4 - 25 business days, best effort.
		Section 10	- Added Internet Web sites for EDI and TAG Testing Guidelines
		Section 11-Terms & Definitions	- Updated definition for Defect. Added definitions for Expedited Feature, High, Medium and Low Impacts.
		Appendix A	- Modified Change Request Forms (RF1870 and RF1872) to include email address for Change Control. Also added High, Medium and Low Assessment of Impact Levels.
		All	- Referenced the handling of expedites and expedite notification where appropriate.

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance, training materials and job aids)(BellSouth cannot support)
- Defects/Expedites

The scope of the Change Control Process **does not** include the following:

The scope of the Change Control Process does not include the following which are handled through existing BellSouth processes:

- BonaFide Requests (BFR)
 - Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
 - Contractual Agreements
 - Collocation
- (Agree to remove)(Agree to remove)
- Coordination of test agreements will continue to be supported by the Account Team(Agree to accept)
 - Questions regarding existing documentation should be handled by the Account Team. However, if documentation needs to be changed for clarification purposes, a Change Request should be submitted to the Change Control Team.(Agree to accept)
- Change Requests of this nature will be handled through existing BellSouth processes.(Revised and accepted above)

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/>

Select “Local Exchange Carriers”

Select “Change Control Process”

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request. **Type 2 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.(Does not apply to Expedited Feature process)**

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request. **Type 3 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.(Does not apply to Expedited Feature process)**

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). **Type 4 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.(BellSouth Agrees)**

Type 5 – CLEC Initiated Change.

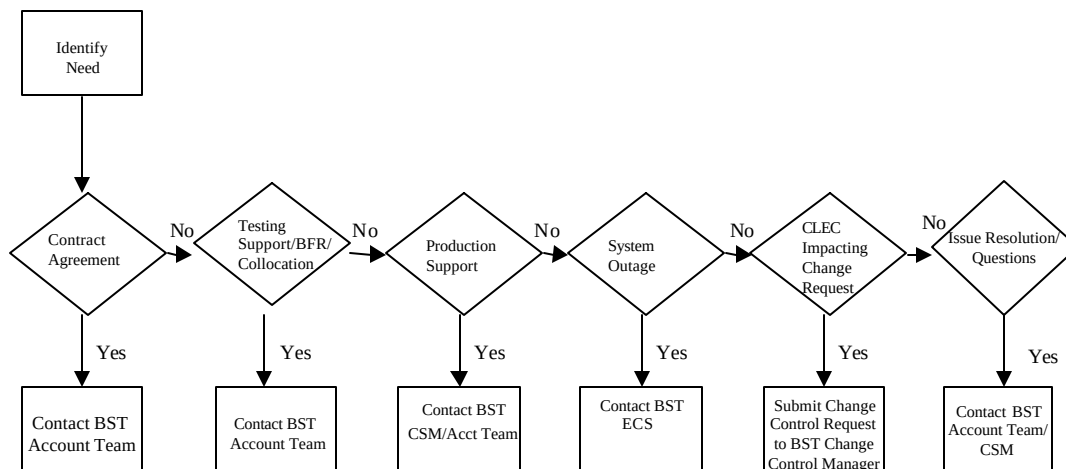
Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). **Type 5 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.(BellSouth Agrees)**

Type 6- CLEC Impacting Defects.(Agree to Remove)

A defect is a (agree to add)ny non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BellSouth has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects. **Type 6 validated changes defects may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3.**

(Agree to remove)The CLEC and/or BellSouth may initiate **defect (Agree to remove)** changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

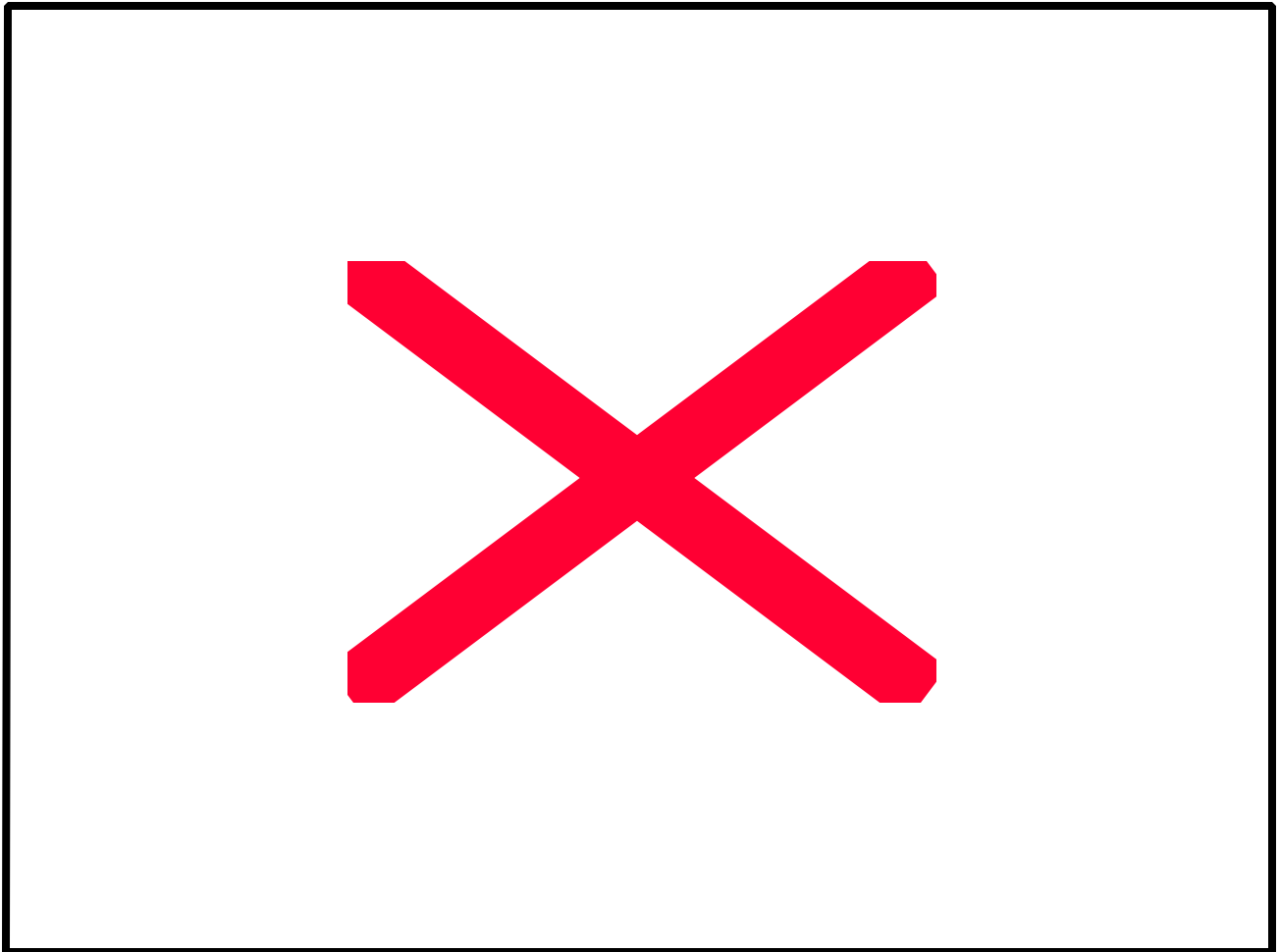


[No change was made to this figure, an error in the revision marking process resulted in its accidental modification/deletion.]

Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:



[No change was made to this figure, an error in the revision marking process resulted in its accidental modification/deletion.]

Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

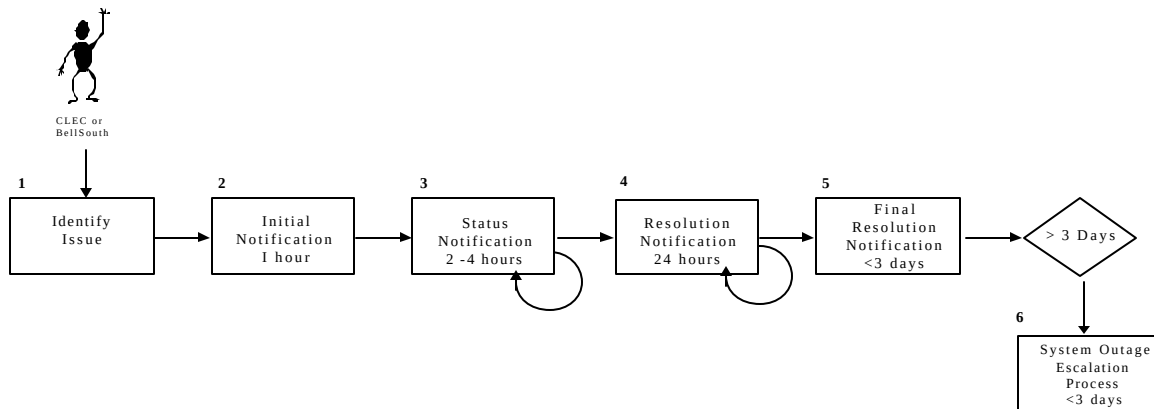


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will provide the CLEC with a trouble ticket number and record and track the outage. - ECS will provide the CLEC with a trouble ticket number, if requested, to record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		as needed basis. 3. ECS will continue to work towards the resolution of the problem 4. If outage is resolved, this notice is the first and final notification. The process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		will be sent to CLECs via e-mail and posted to the web.
3	ECS	<u>STATUS NOTIFICATION: (ITERATIVE)</u> 1. If the outage is not resolved, ECS will continue to work towards the resolution on the problem. 2. ECS may communicate with the industry / affected parties. The following information may be discussed: - Clarification of outage - Current status of resolution - Agreement of resolution 3. If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. 4. Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> - Industry Notification posted on Web <u>OUTPUTS:</u> - Status Notification posted on Web - Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION: (ITERATIVE)</u> 1. The resolution notification is posted to the Web. 2. If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. 3. If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. 4. When the final resolution has been	<u>INPUTS:</u> - Status Notification posted on Web - Resolution information <u>OUTPUTS:</u> - Resolution Information posted on Web - Final Resolution Information	24 hours after reporting outage

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		created, proceed to Step 5 "Final Resolution Notification".		
5	ECS	<u>FINAL RESOLUTION NOTIFICATION:</u> 1. The final resolution notification is posted on the Web.	<u>INPUTS:</u> - Final Resolution Information <u>OUTPUTS:</u> - Final Resolution Notification	< 3 days
6	CCCM ECS	<u>ESCALATION</u> 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 8.	<u>INPUTS:</u> - Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> - Documented Escalation - Escalation Response	➤ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

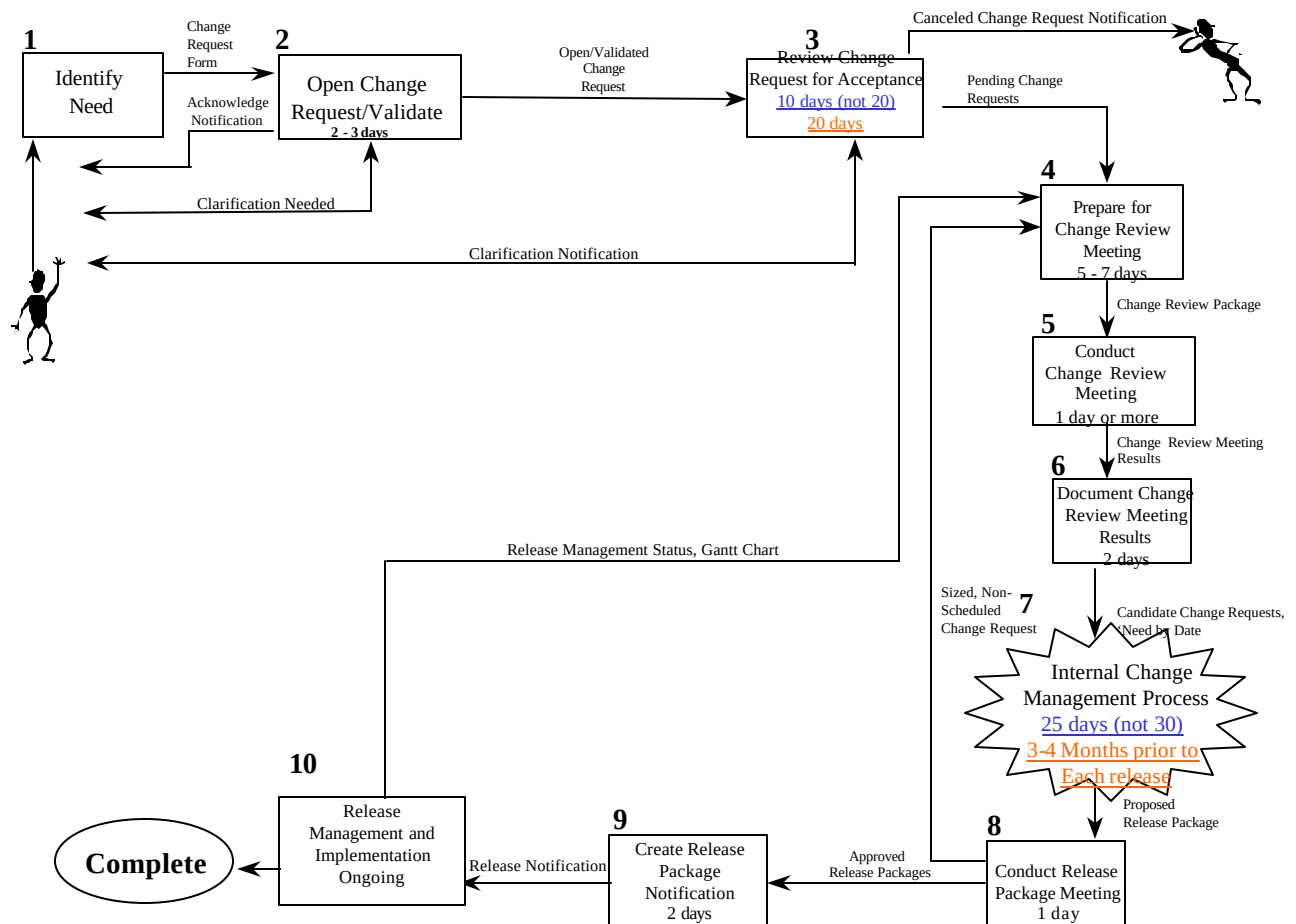


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- For the implementation of new features or modification of current functionality, final Software Release requirements and specifications will be provided 45 calendar days or more in advance of the implementation date.
 - For the implementation of new features or modification of current functionality, draft requirements and specifications for software releases or systems modifications will be provided to CLECs 90 calendar days or more in advance of the implementation data.
 - For the implementation of a new software version, final requirements and specifications will be provided to CLECs 180 calendar days or more in advance of the implementation date.
 - All additions and changes to any BellSouth documentation changes that do not impact CLEC software, including business rule changes, will be provided to CLECs 30 calendar days or more in advance of implementation date.
-
- Draft user requirements for software releases will be provided to CLECs NLT 90 calendar days in advance of the release implementation date.
 - Final user requirements for software releases will be provided to CLECs NLT 45 calendar days in advance of the release implementation date.
 - Notification for the implementation of a new TCIF map will be provided NLT 180 calendar days in advance of the release implementation date. BellSouth will begin working jointly with the CLECs in the development of the User Requirements for a new TCIF map NLT 180 calendar days in advance of the release implementation date.
 - Draft user requirements for the implementation of a new TCIF map will be provided to the CLECs NLT 120 calendar days in advance of the release implementation date.
 - Final user requirements for the implementation of a new TCIF map will be provided to CLECs NLT 60 calendar days in advance of the release implementation date. To accommodate changes that may be necessary as a result of design, construction, and testing efforts, BellSouth will distribute the user requirements at least once a month until one (1) month beyond implementation of the new TCIF map.

- All additions and changes to BellSouth business rule documentation will be provided to CLECs NLT 30 calendar days in advance of the release implementation date.

(Agree to Remove)

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> • Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request) 4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists.	<u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request Clarification Response <u>OUTPUTS:</u> • New Change Request • Acknowledgment Notification • Validated Change Request	2-3 Bus Days Clarification times would be in addition to cycle time.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	- Clarification Notification - Industry Notification via e-mail and web posting	
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> 1. Review Change Request and related information for content. 2. Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. 3. Determine status of request: - If change already exists or CLEC training issue(Agree to remove) forward Cancellation Notification (Attachment A-3) to CCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log. NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. If BellSouth feels that a CLEC initiated change request should not be accepted because of cost, industry direction or because it is believed not technically	<u>INPUTS:</u> - New Change Request - Validated Change Request - Clarification Notification (if required) <u>OUTPUTS:</u> - Pending Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	10 Bus Days 20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. With input from other participating CLECs, and subsequent to BellSouth's presentation, BellSouth and the originating CLEC will determine the disposition of the request. BellSouth shall consider all possible options for accommodating the request. If BellSouth determines that a CLEC initiated change request should not be accepted because of cost, industry direction or because it is considered not technically feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. BellSouth shall consider all possible options for accommodating the request. <u>OBF Issues</u> All issues that are being actively discussed at OBF or are on the agenda to be discussed will be deferred. If the issue is not active and will not be considered within the next six (6) months, BellSouth will address the issue. (Agree to Remove) (Agree to Remove) NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place.	<u>INPUTS:</u> - Pending Change Request Notifications - Project Release Status (Step 10) - Change Request Log	5-7 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		BCCM 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. 5. Provide size and scope information on each pending change request to CLECs.(Agree to accept) CCCM 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish “Desired/Want” dates. 3. Create draft Priority List to prepare for Change Review meeting.	OUTPUTS: • Change Request Log • CLEC Draft Priority List • Size and scope on each Pending change request	
5	BCCM CCCM	CONDUCT CHANGE REVIEW MEETING Monthly Status Meetings 1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. 4. Review issues and action items and assign owners.(Agree to Accept) 5. Present new change requests submitted since previous Monthly Status Meeting.(Agree to Accept) Prioritization Meetings (held quarterly in March, June, September and December)(Agree to accept) 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. BellSouth presents size and scope of	INPUTS: • Change Request Log • CLEC Draft Priority List • Desired/Want Dates • Impact analysis • Size and scope on each Pending change request OUTPUTS: • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	1 Bus Day (or as needed based on volume) Meeting Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		each change request and potential release package combinations. BellSouth presents size and scope of each change request. - Discuss Impacts. - Prioritize Change Requests. - Develop final Candidate Requests list of Pending Change Requests by category, 'Need by Dates' and prioritized Change Requests. - Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. - Review issues and action items and assign owners.		
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> Prepare and distribute outputs from Step 5.	<u>INPUTS:</u> - Change Request Log - Final Candidate Request List <u>OUTPUTS:</u> - Updated Change Request Log - Web posting of meeting output	2 Bus Days
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> - Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities (Agree to remove) to the Candidate Change Requests. (Agree to Remove) This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities. - Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached for each future release. (Agree to Add: 'for the next release' – Delete: each future release)	<u>INPUTS:</u> - Candidate Change Request List with agreed upon 'Need by Dates' - Change Request Log <u>OUTPUTS:</u> - BellSouth's Proposed Release Package (two scenarios) - CLEC analysis. (Agree to add)	25 Bus Days 3-4 months prior to each major release. (Interval will vary as a result of design, construction, and testing efforts.)

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		3. All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.(Remove – BellSouth cannot support)		
8	BCCM CCCM	<u>CONDUCT RELEASE PACKAGE MEETING</u> 1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. • (BELLSOUTH recommends the following two (2) scenarios: a) Non-scheduled Change Requests will need to be re-prioritized at the next Change Review Meeting along with new pending requests to accommodate changes in the Industry's business requirements. (Return to Step 4) or b) Prioritize only the new "Pending CR's" since the last Change Review Meeting and incorporate rankings into the overall prioritization list. CLECs, based on group consensus, may request re-ranking of all non-scheduled CR's.) Based on BST/CLEC consensus create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability. Based on BST/CLEC consensus determine which scenario should be implemented. Create the Approved Release Package and schedule. 6. Identify Release Management	<u>INPUTS:</u> • BellSouth's Proposed Release Package (two scenarios). • BellSouth's Release Schedule • Change Request Log • CLEC analysis (Agree to add) <u>OUTPUTS:</u> • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests • (BellSouth cannot support) • Date for initial Release Management Project Meeting for newly established releases.(BellSouth: for next release – Delete: for newly established releases)	1 Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting for newly established releases.(for the next release) 8. All Change Requests that are in the approved scheduled release (s)(Remove) will be changed to “S” status for “Scheduled”.		
9	BCCM	<u>CREATE RELEASE PACKAGE NOTIFICATION</u> 1. Develop and distribute Release Notification Package via web.	<u>INPUTS:</u> - Approved Release Package (s)(Remove) <u>OUTPUTS:</u> - Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements for software changes (Agree to accept) will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. - For new features or changes to existing functionality, draft Specifications and Requirements will be provided NLT 90 days in advance of Implementation. - Draft User Requirements for software release will be provided to the CLECs NLT 90 calendar days in advance of the release implementation date. - For new features or changes to existing functionality, final Specifications and Requirements will be provided	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status - Implementation Date - Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc - Draft Specifications and Requirements - Final Specifications and Requirements - Documentation Changes - Implemented Change Request - Draft User Requirements - Final User Requirements - Documentation Changes	Ongoing

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		NLT 45 days in advance of Implementation. - Final User Requirements for software releases will be provided to the CLECs NLT 45 days in advance of the release implementation date. - For the implementation of a new software version, final requirements and specifications will be provided to CLECs 180 days or more in advance of the implementation date - Notification for the implementation of a new TCIF map will be provided NLT 180 calendar days in advance of the release implementation date. BellSouth will begin working jointly with the CLECs in the development of the User Requirements for a new TCIF map NLT 180 calendar days in advance of the release implementation date. - Draft user requirements for the implementation of a new TCIF map will be provided to the CLECs NLT 120 calendar days in advance of the release implementation date. - Final User Requirements for the implementation of a new TCIF map will be provided to CLECs NLT 60 calendar days in advance of the release implementation date. To accommodate changes that may be necessary as a result of design, construction, and testing efforts, BellSouth will distribute the user requirements at least once a month until one (1) month beyond the implementation of the new		

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		TCIF map. - Implementation will occur NLT 6 months from the date of the prioritization of each change request.(BellSouth cannot support) 4. BellSouth Documentation changes, including business rule changes will be provided.(Agree to add) - All such changes will be provided NLT 30 days in advance of Implementation. - All additions and changes to BellSouth business rule documentation will be provided to CLECs NLT 30 calendar days in advance of the release implementation date. - Implementation will occur NLT 90 days from the date of the prioritization of each change request.(BellSouth cannot support) 5. Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.		

Part 3 – Types 2-5 Exception/Expedited Feature Process

Situations may arise from time to time that require exception treatment for Type 2-5 changes or a Type 6 Defect Change that has been reclassified as a feature change request. An expedited feature request is made to correct the inability of a CLEC to process certain types of orders to BellSouth due to a lack of programming on BellSouth's side of the interface. An exception may involve the extension of the normal intervals for the implementation of a Type 2-5 change.

These situations will be addressed using the following Exception/Expedited Feature Process. As each situation will likely be unique, this process provides the framework in which the CCP members will make the necessary consensus decisions to achieve implementation of the feature in an exception/expedited manner.

Figure 4-4 provides the process flow for the validation and resolution of a Type 2-5 Exception/Expedited Feature Change.

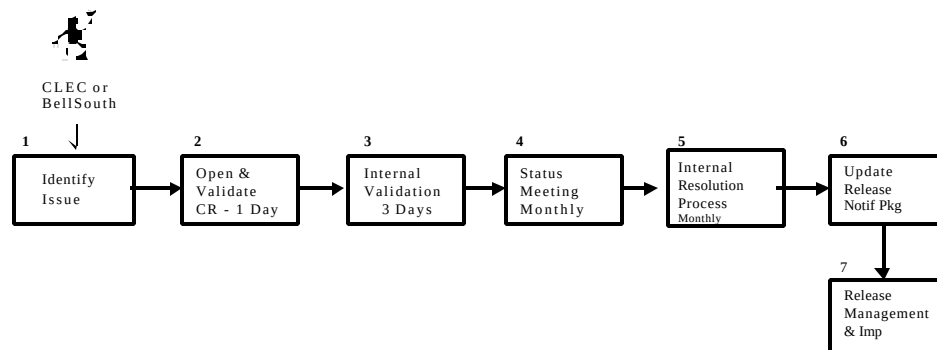


Figure 4-4. Type 2-5 Exception/Expedited Feature Process

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 2-5 Exception/Expedited Feature Process. This process will be used to validate exceptions/expedites, provide status notification(s) and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table –4-4. Type 2-5 Exception/Expedited Feature Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Identify Exception/Expedite. - Originator and CCCM or BCCM complete the standardized Change Request Form indicating that it is an Expedite Candidate. - Include description of business need and details of business impact. - Attach related requirements and specification documents. These attachments should include the following, if available: - PON - OCN - Specific scenario - Interface(s) affected - Error message (if applicable) - Release or API version (if applicable) - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> - Type 2-5 Change Request - Reclassified Type 6 Change Request - Exception/Expedited Request <u>OUTPUTS:</u> - Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE EXPEDITE FORM FOR COMPLETENESS</u> Log Exception/Expedite in Change Request Log.	<u>INPUTS:</u> Completed Change Request Form (with related documentation if necessary)	1 Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish CR status ('N' for New Exception/Expedite). 4. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. 5. Verify specifications and related information exists. 6. Send Clarification Notification via email to the originator if needed. 7. Update CR Status to 'PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.	OUTPUTS: • New Exception/Expedite • Acknowledgment Notification • Clarification Notification (if required)	
3	BCCM	INTERNAL VALIDATION 1. Validate that it is an Exception/Expedite. 2. Perform internal exception/expedite analysis. 3. <u>Determine status of request:</u> • If request duplicates existing change request, forward Cancellation Notification to CECM or BCCM and update status to 'C' for Request Cancelled . • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Exception/Expedite • If issue does not qualify for exception/expedited treatment, re-classify as a standard feature change, provide supporting information via	INPUTS: • New Exception/Expedite OUTPUTS: • Validated Exception/Expedite • Exception/Expedite notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	3 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		email to the originator for review and feedback. The Change Request will exit the exception/expedite process flow and enter Types 2-5 normal process flow at Step 3. NOTE: See Section 11.0 Terms and Definitions – Expedite Status for valid status codes and descriptions. Exception/Expedite notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM CCP Members	<u>MONTHLY STATUS MEETING</u> 1. Provide status of Exception/Expedite. 2. Solicit CLEC/ BST input. 3. Reach consensus as to disposition. 4. Update Exception/Expedite information as needed.	<u>INPUTS:</u> • Exceptions/Expedites Received • Change Request Log • Exception/Expedite Analysis <u>OUTPUTS:</u> • Updated status • Updated Change Request Log • Meeting minutes	Monthly or when status changes, whichever occurs first.
5	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Exceptions/Expedites based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status changes until the exception/expedite is implemented. Exceptions will be implemented in the release determined by the consensus reached in Step 4. Expedites will be implemented in the current, next release, or point release, best effort, as determined by the consensus of the CCP Members at the Monthly Status Review Meeting.	<u>INPUTS:</u> • CLEC/ BST input <u>OUTPUTS:</u> • Exceptions/Expedites Release Schedule	Monthly or when status changes, whichever occurs first.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
6	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> - Update and distribute release notification package via web. - All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled". Note: The release notification will be published in a timely manner, based on the release constraints associated with the expedite.	<u>INPUTS:</u> - Exception/Expedite Feature Information <u>OUTPUTS:</u> - Updated Release Package Notification - Scheduled Change Request	Based on release constraints for expedites (may be less than 30 days).
7	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 2-5 Exception/Expedited Feature changes: - Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. - BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. - Once an Exception/Expedited Feature Change is implemented in a release, the status will be changed to "I" for Change Implemented.	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status - Implementation Date - Implemented Change Request	Ongoing

PART 3 – EXPEDITED FEATURE PROCESS

An Expedited Feature is the inability for a CLEC to process certain types of LSR's based on the existing functionality to BellSouth's Operational Support Systems (OSS's) that are in the scope of CCP. The change request for an expedite must provide details of the business impact and will fall into one of two categories:

- A defect that has been re-classified as a feature where the CLEC has determined should be expedited due to impact
- An enhancement to an existing product or service where the CLEC has determined should be expedited due to impact

Re-classified Defects

When a defect is re-classified as a standard feature, the CLEC will be notified by Change Control in the standard defect validation. The CLEC will have the ability to ask BellSouth to expedite the reclassified standard feature by updating the Change request, marking it as an expedite and sending back to Change Control. The change request will then follow through the Types 2-5 process using agreed upon intervals. The rules surrounding the expedited feature request will be:

- Must be an enhancement to an existing product or service
- Will follow the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 which are eliminated.
- The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.

Enhancement to an existing product or service

A CLEC/BellSouth will also have the ability to submit a Type 4-5 change request as an expedited feature request for an enhancement to an existing product or service where the functionality does not currently exist in BellSouth's offered products and services. The rules surrounding the expedited feature request will be:

- Must be an enhancement to an existing product or service
- Will follow the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 which are eliminated.

- The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.

Figure 4.4 provides the process flow for the expedited feature process.

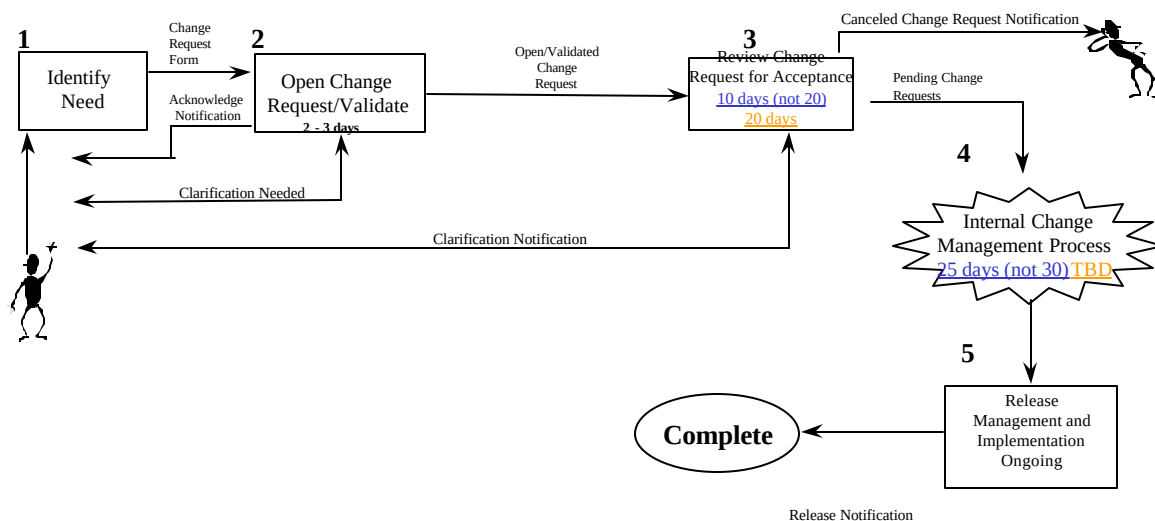


Figure 4.4 – Process Flow for Types 2-5 Expedited Feature Process

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Expedited Feature Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. - Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. - Attach related requirements and Attachment A-1A, Item 22. - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> - Change Request Form (Attachment A-1) - Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> - Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> - Log Request in Change Request Log. - Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. - Establish request status ('N' for New Request) - Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary	<u>INPUTS:</u> - Completed Change Request Form with related documentation - Change Request Form Checklist - Change Request Clarification Response <u>OUTPUTS:</u> - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification via e-mail and web posting	1 Bus Day Clarification times would be in addition to cycle time.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).		
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> - Review Change Request and related information for content. - Change Request reviewed for impacted area (i.e., system, manual process, documentation) and adverse impacts. - Determine status of request: - If change already exists or CLEC training issue, forward Cancellation Notification (Attachment A-3) to CCCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log. - If request does not meet the expedited feature criteria, it will exit this process and enter the standard Types 2-5 flow, Step 4. NOTE: See Section 11.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. If BellSouth determines that a CLEC initiated expedited change request should not be accepted because of cost, industry direction or because it is considered not technically feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. BellSouth shall consider all possible options for	<u>INPUTS:</u> - New Change Request - Validated Change Request - Clarification Notification (if required) <u>OUTPUTS:</u> - Validated Expedited Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		accommodating the request. NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.		
4	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities to the Expedited Feature Change Request. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities.	<u>INPUTS:</u> - Change Request Log <u>OUTPUTS:</u> - Release Date for Expedited Feature	25 (Still under discussion)
5	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> - Provide Project Management and Implementation of Release (See Release Management @ Appendix B). - Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. - BellSouth Business Requirements for software changes will be presented to CLECs, if applicable. If needed, changes will be incorporated and requirements re-baselined. - BellSouth Documentation changes, including business rules changes will be provided. - Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status - Implementation Date	Ongoing

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5.0 DEFECT/EMERGENCY CHANGE PROCESS

5.0 DEFECT PROCESS (Emergency Changes are already addressed as Type 1)

A CLEC/BST identified defect/emergency change will enter this process through the Change Management Team as a Type 6 Change Request. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

A CLEC/BST identified defect will enter this process through the Change Management Team as a Type 6 Change Request. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

A **defect** is any non-type 1 change where a BellSouth interface used by a CLEC which is in production and:

- is not working in accordance with the BellSouth baseline business requirements
 - is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth (SPLIT into two bullets)
 - Is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs
 - Is impacting a CLEC's ability to exchange transactions with BellSouth
-
- or where a technical implementation is faulty or inaccurate such as to cause incorrect or improperly formatted data. **REMOVE** (BellSouth considers this example a standard feature at which point would follow the Types 2-5 process flow, however if the issue falls under the definition of an "expedited feature", it would follow that process).

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Definition of a defect also includes errors in documentation, unclear documentation or missing documentation.

Definition of a defect also includes errors in documentation, unclear or missing documentation.

AGREE TO REMOVE AND MOVE TO NEW SECTION. Defect Change Requests will have three Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

AGREE TO REMOVE **Medium Impact**

The failure causes impairment of critical system functions, though a workaround solution does exist.

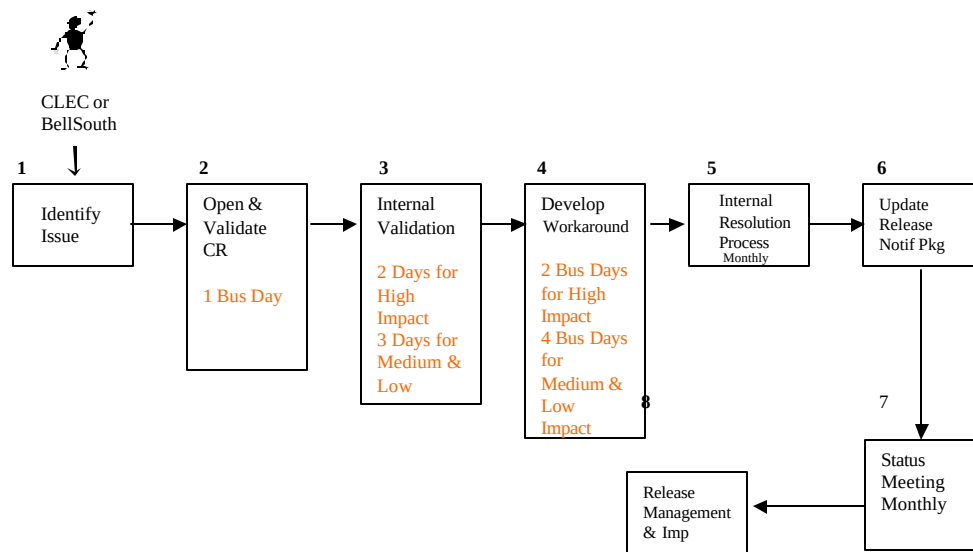
- **Low Impact**

The failure causes inconvenience or annoyance.

Defect Changes identified as High Impact are referred to as **Emergency Changes**. CLECs encountering High Impact defects outside normal business hours (7am – 6pm Eastern) will submit their requests to the Electronic Communications Support (ECS) Group. The ECS Helpdesk number is 888-462-8030. **REMOVE – BellSouth can not support.**

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Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/Emergency Change.~~Remove the words “Emergency Change/Expedite.~~



(Agree to Remove)[NOTE: The intervals in the boxes above match the intervals in the tables below for High, Medium, and Low Impact defect change requests.]

Figure 5-1. Type 6 Process Flow

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The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects (**Agree to remove**), provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Identify Defect.(REMOVED) 5. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 6. Include description of business need and details of business impact. 7. Attach related requirements and specification documents. These attachments <u>should</u> (must) include the following, <u>if available</u> (REMOVE): • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> • Type 6 Change Request <u>OUTPUTS:</u> • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE DEFECT/EXPEDITE FORM FOR COMPLETENESS</u> 1. Log Defect in Change Request Log. 2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish CR status ('N' for New Defect) 4. BCCM reviews change request for mandatory fields using the Change	<u>INPUTS:</u> • Completed Change Request Form (with related documentation if necessary) <u>OUTPUTS:</u> • New Defect/Expedite • Acknowledgment Notification • Clarification Notification (if	4 hours for High Impact 1 Bus Day for all Impact Types 1 Bus Day for Medium and

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Request Form Checklist. 5. Verify specifications and related information exists. 6. Send Clarification Notification via email to the originator if needed. 7. Update CR status to "PC" for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.	required)	Low Impact
3	BCCM	INTERNAL VALIDATION 4. Validate that it is a defect/expedite. 5. Perform internal defect/expedite analysis. 6. <u>Determine status of request:</u> - If change already exists or CLEC training issue forward Cancellation Notification to CCCM or BCCM and update status to 'C'. - If change already exists or CLEC training issue, forward Cancellation Notification to CCCM or BCCM and update status to 'C'. - Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. - If request is not validated as a defect and the requesting CLEC does not agree with the response, the CLEC may follow the escalation process to resolve the issue.	INPUTS: - New Defect/Expedite OUTPUTS: - Validated Defect/Expedite - Defect/Expedite notification to CLEC community via e-mail and web posting - Clarification Notification (if required) - Cancellation Notification (if required)	1 Bus Day for High Impact 2 Bus Days for High Impact 3 Bus Days Medium and Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		- If CLEC does not agree with the validation, the CLEC may appeal the issue or escalate. - Based on detail analysis, BellSouth will reaffirm the impact level that is stated on the request. (REMOVE) - If the process is operating as specified in the baselined requirements and published business rules, the BCCM will communicate the results via e-mail to the originator to discuss/determine the next step(s). - If issue is re-classified as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect(REMOVE) process flow and enter Types 2-5 process flow (enter at Step 3). NOTE: See Section 9.0 Terms and Definitions – Defect(REMOVE) Status for valid status codes and descriptions. Defect(REMOVE) notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE) - Defect workaround identified. - Change Request status changed to “W” for workaround identified. - Workaround is communicated via e-mail to originating CLEC and to the CLEC community via e-mail and web posting(ADDED) - If appropriate, communication to the CLEC community regarding workaround will be discussed via	INPUTS: - Validated Defect - Clarification Notification (if required) OUTPUTS: - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of	1 Bus Day for High and Medium Impact 2 Bus Days for High Impact 4 Bus Days for Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		conference call. (REMOVE) If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	workaround	4 Bus Days for Medium and Low Impact
		5. (BELLSOUTH AGREES TO MOVE THIS TO STEP 7)	•	
5	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> 3. Schedule and evaluate Defects (REMOVED) based on capacity and business impacts to the CLECs and BellSouth. (ADDED) 4. Provide status updates to the CLEC community via email as the status changes until the defect (REMOVED) is implemented. (ADDED) (REMOVED) (REMOVED)	<u>INPUTS:</u> • CLEC/ BST input <u>OUTPUTS:</u> • Defect Release Schedule	Validated High and Medium Impact defects will be implemented within a 4 – 10 business day range, best effort. Validated High Impact Defects will be implemented within a 4-25 business day range, best effort. Medium Impact Defects will be implemented within 90 days. Low Impact defects will be implemented best effort. Low Impact defects will be implemented

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
				within a 4 – 20 business day range, best effort. (REMOVE)
6	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> 3. Update and distribute release notification package via web. 4. All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”. Note: The release notification will be published in a timely manner, based on the release constraints associated with the defect/expedite.	INPUTS: - Defect(Remove) Feature Information OUTPUTS: - Updated Release Package Notification - Scheduled Change Request	Based on release constraints for defects/(Removed) (may be less than 30 days).
7	BCCM	<u>MONTHLY STATUS MEETING</u> 6. Provide status of Defect. 7. Solicit CLEC/ BST input. 8. Update Defect/Expedite information as needed. (BELLSOUTH AGREES TO THIS STEP)	INPUTS: - Defects/Expedites Received - Change Request Log - Defect/Expedite Analysis - Workaround (if applicable) OUTPUTS: - Updated status - Updated Change Request Log - Meeting minutes	Monthly or when status changes, whichever occurs first.
8	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities will pertain to Type 6 changes: 4. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. 5. Once a defect(REMOVED) is	INPUTS: - Approved Release Package Notification OUTPUTS: - Project Release Status - Implementation Date - Implemented Change Request	Ongoing

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Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		implemented in a release, the status will be changed to “I” for Change Implemented.		

6.0 CHANGE REVIEW – PRIORITIZATION – RELEASE PACKAGE DEVELOPMENT AND APPROVAL (Agree to Add)

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. [For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates.] All additions and changes to BellSouth business rule documentation will be provided to CLECs NLT 30 calendar days in advance of the release implementation date. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to (Agree to remove) occur in March, June, September and December (Agree to quarterly meetings) and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda

- Change Request Log (List of Change Requests to be reviewed)
- BellSouth's estimate of the size and scope of each Change Request(Agree to accept)
- Schedule of releases and capacity in each(BellSouth can only support providing the 'schedule of the releases')
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- CLECs may choose to vote “no” on change requests that may potentially negatively impact its business. If a majority of CLECs vote “no” on any certain change request, that request will not be implemented.
- CLECs may choose to “defer” on voting on change requests that may negatively impact its business. A rating of “defer” will not be counted in the overall rating.
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category

-
- (Do not delete - BellSouth prefers that Manual CR's follow the same prioritization process as other CR's) Documentation changes(Agree) will be prioritized separately; however they will need to be synchronized with the electronic interface changes

(Agree to remove)In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

Part 4 – Developing and Approving Release Packages

Subsequent to the Change Review Meeting BellSouth and the CLECs will each evaluate and analyze the Candidate Change Requests in preparation for the Release Package Meeting that will be held 25 business days later.

Subsequent to the Change Review Meeting, BellSouth and the CLECs will each evaluate and analyze the Candidate Change Requests in preparation for the Release Package Meeting that will be held three (3) to four (4) months prior to each major release.

- Sizing and sequencing of change requests will be accomplished at the Prioritization Meeting. CLECs may take into account the size and scope when prioritizing items.(BellSouth accepts)
- BellSouth will develop several variations of release packages to include all of the prioritized requests.
- BellSouth will develop and present two scenarios for the next release. Based on group consensus at the Release Package Meeting, the determination will be made as to which scenario should be implemented. BST/CLEC consensus will be used to create the Approved Release Package and schedule.

- All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.
- (BellSouth to propose two (2) scenarios) – 1) Unscheduled change requests will need to be re-prioritized at the next Change Review Meeting along with new pending requests to accommodate changes in the Industry’s business requirements or 2) Prioritize only the new “Pending” CR’s since the last Change Review Meeting. Rankings will be incorporated into the overall prioritization list. CLECs, based on group consensus, may request re-ranking of all non-scheduled CR’s.

During the Release Package Meeting BST will present its proposed release packages. BST and CLECs will then vote on the release package or combination of release packages to be implemented. BST/CLEC consensus will be used to create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability. (BellSouth cannot support)

8.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. BellSouth will seek to conform to the notification process for Type 4 (BellSouth Originated) changes as described in this document. In the event that BellSouth is forced to deviate from the Type 4 (BellSouth Originated) process for new non-impacting interface functionality, BellSouth will notify all CLECs of the deviation as promptly as possible. When a new interface request is submitted, BellSouth will present information on the new interface and hold an open discussion at the next monthly status meeting. BellSouth will provide specifications on the interface being developed to the CLEC Community using the timeframes established in Part 4, Section 2. As new interfaces are deployed, they will be added to the scope of this document and requested changes will be managed by this process.

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30-45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and obtain input from the CLEC community. BellSouth will provide specifications on the interface being developed to the CLEC community. As new interfaces are deployed, they will be added to the scope of this document, as appropriate, based on the use by the CLEC and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs by submitting a Type 4 change request(Remove) through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

Retirement of Versions

When software versions are retired, BellSouth will notify the CLECs by submitting a Type 4 change request through the Change Control Process. Once a change request to retire a version of an interface is initiated, BellSouth will present its proposed changes to the CLECs at the next monthly status meeting. BellSouth will make best effort to jointly develop the requirements with the CLECs and will, at a minimum, provide requirements and related software, if applicable, at least six months in advance of putting the new version into production.

Retirement of Versions

When software versions are retired, BellSouth will give the CLECs a 120 day notification.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.(Excludes Expedites)
- For Type 6 High and Medium Impact(See next bullet) issues, the escalation process is agreed to allow BellSouth a one-day turnaround to provide a status for each cycle of escalation.
- For Type 6 High Impact issues, the escalation process is agreed to allow BellSouth a two (2) day turnaround to provide a status for each cycle of escalation. For Type 6 Medium and Low Impact issues, the escalation process is agreed to allow BellSouth a five (5) day turnaround to provide a status for each cycle of escalation.
- For Type 6 Low Impact and Type 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation.(See next bullet)
- For Types 4-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three (3) day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.

-
- All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Don Tighe Manager - EC Support Group Interconnection Operations	404-532-2233	1-800-946-4646 PIN 1440050	Don.Tighe@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day

of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Type 2-5 Changes(BellSouth agrees) Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6, High and Medium Impact Changes: Within 1 business day of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6 High Impact Changes: Within 2 business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position. Type 6 Medium and Low Impact Changes: Within five (5) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6 Low Impact and Type 2-5 Expedite Changes: Within 3 business days of receipt (2 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 4-5 Expedite Changes: Within three (3) business days of receipt (2 from acknowledgment), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Terrie Hudson Director (for Systems Issues) Joy Lofton Director (for Business Rules/Operations Issues)	770-936-3740 404-927-7828	Terrie.Hudson@bridge.bellsouth.com Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal Senior Director (for Systems Issues) Dee Freeman-Butler Senior Director (for Business Rules/Operations Issues)	404-927-7505 404-927-3545	Doug.Mcdougal@bridge.bellsouth.com Dee.Freeman2@bridge.bellsouth.com

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, including escalation within each company to the person with ultimate authority for Change Control operations, and the services of a Joint Investigative Team when appropriate, BellSouth and the impacted CLEC(s) agree as follows:

- Either party to the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, both parties shall participate in good faith.
- Either party may file a formal complaint with the State PSC, requesting resolution of the issue, without necessity for prior mediation.

In the event that an issue is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs. Resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, parties shall participate in good faith. If the mediation results in the resolution of the dispute, that resolution shall apply to all CLECs affected by the dispute.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name “Ccp.doc” (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings following receipt of the request, if included in the published meeting agenda. Following this initial review the BCCM and a CLEC representative appointed by the CLECs participating in the review shall prepare an official E-mail ballot for distribution. The official ballot will detail the change being requested, and the significant arguments presented for and against the change during the review. The ballot will be distributed one week following the Status Meeting. CLEC’s and BellSouth will have one week in which to cast their vote. Only ballots transmitted before midnight of the due date will be counted. Implementation of such changes will require a two-thirds affirmative vote for approval. .

(BellSouth continuing to Review)

10.0 TESTING ENVIRONMENT

Requests related to the processes of testing an interfaces will be included in the Change Control Process. Changes to BellSouth's testing environments and supporting processes will be submitted through the Change Control Process as a Type 4 or Type 5 request. The requests will follow the guidelines and intervals set forth in the Type 2-5 process flow.

ellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier TestingBellSouth will also provide a pre-release testing environment for TAG and EDI that will be available to CLEC's 30 days prior to the implementation of any new releases. This environment will be a wholly separate, non-production environment for all preordering and ordering interfaces and will mirror the production environment.

NOTE: BellSouth would prefer to re-evaluate this section after the CLEC Test Environment is implemented in 1st Qtr. 2001.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after "major releases". CLECs are selected on a "first come, first served basis".

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html

Select "Customer Guides"

Select "Local Exchange Ordering Guides"

Select “BellSouth EDI Specifications – TCIF 9”
Select “Section 7 – EDI Testing Guidelines for CLECS”

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select “OSS Information Center”
Select “TAG Documentation”

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations	- BonaFide Requests (BFR)
- Enhanced Billing Options Negotiations	- Production Support
- Customer Education	- Collocation
- Technical Assistance	- Testing Support
- General Problem Resolution	- Project/Order Coordination
- Tariff Interpretation	- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as

- the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.
- Type 3 – Industry Standard Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
 - Type 4 – BellSouth Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
 - Type 5 – CLEC Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
 - Type 2-5 – Expedited Feature Change. Any Type 2-5 change that either BellSouth or a CLEC submits for exception handling in order to achieve a more rapid implementation.
 - Type 4-5 – Expedited Feature Change . Any Type 4-5 change that either BellSouth or a CLEC submits for expeditious handling in order to achieve a more rapid implementation.
 - Type 6 – CLEC Impacting Defect. Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

(Agree to remove)

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.

(agree to remove)**CRC** = Change Review Complete. Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).

- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).

-
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).
 - **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
 - **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
 - **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
 - **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
 - **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
 - **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working accordance with the BellSouth baseline business requirements, is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs, or is impacting a CLEC's ability to exchange transactions with BellSouth.

Defect/Expedite Status. The status of a CLEC Impacting Defect/Expedite Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, or CLEC training issue.
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).

- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Emergency Change. Defect Changes identified as High Impact are **emergency changes.** (Remove – these changes are already addressed as Type 1 System Outages)

Exception Change. An exception change request may involve the extension of the normal intervals for the implementation of a Type 2-5 change. (BellSouth supports as an escalation)

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a **lack of programming** on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

Expedited Feature. An expedited feature is the inability for CLEC to process certain types of LSR's based on the existing functionality to BellSouth's operations support systems (OSS's) that are in the scope of Change Control. The change request for an expedite must provide details of the business impact and will fall into one of two categories: 1) a defect that has been re-classified as a feature where

the CLEC has determined should be expedited due to impact and 2) an enhancement to an existing product or service where the CLEC has determined should be expedited due to impact.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.

Transmittal Cover Sheet for Pate Exhibit RMP-20

This sheet transmits the
Initial CCP Document Voting Instructions and Ballot
which consists of 18 pages.

1/18/01

Attention CLECs:

BellSouth has facilitated CCP Improvement Meetings since October 2000 to address CLEC proposed changes to the current process. In November, the CLECs presented a collaborative request for CR0171, which was originally submitted by AT&T. BellSouth provided its responses to these proposed changes, via email, in December. During the January 10, 2001 meeting, the CLECs agreed, for the purpose of reaching a consensus on requested changes, that they would vote via a ballot format. The Change Control Management Team and AT&T, who suggested this voting format, jointly developed this ballot.

Every proposed change that was discussed in the meeting may not appear on the ballot if the issue is still open. BellSouth is still investigating these requests and has agreed to follow up with the CLECs in February. Minor, agreed upon, cosmetic changes will not appear on the ballot.

The items on the ballot are presented as either ***Meeting Consensus*** or ***Contested Consensus***.

- **Meeting Consensus** - No major objection from either BellSouth or participating CLECs
- **Contested Consensus** - Consensus could not be reached between BellSouth and participating CLECs. Although BellSouth's proposal may be enhanced, CLECs have not accepted it.

For each **Contested Consensus** issue, you will have a choice of disagreeing with one of two recommendations. However, you must rank the item that you agree with.

Please note: The Dispute Resolution section is included on the ballot as a "Contested Consensus" although there were no objections at the January 10th meeting. AT&T indicated that it needed to "think" about it and later submitted a "revised" request of this section to Change Control. The "Changes to the Process" section is also included as a "Contested Consensus" with additional language that BellSouth indicated it could support as was discussed at the meeting.

Each CLEC must be a registered user of the CCP at the time the ballot is distributed. CLECs are allowed one vote per company. Each item on the ballot must receive **only** one vote to be counted.

The attached ballot has the following options:

A	B	C	D	E
Agree	Generally Agree	Neutral	Somewhat Disagree	Disagree

It was agreed that two-thirds of votes cast in categories A through D would indicate an industry consensus. The change will be implemented, unless BellSouth has indicated that it currently cannot support a particular issue as proposed, and reflected in the updated CCP document in February.

Please return the completed ballot, via email, to Change Control by **midnight** on **January 25, 2001**. Only ballots that are time stamped by midnight on 1/25/01 will be counted.

BellSouth plans to share the results of the vote during the CLEC meeting on 1/31/01.

We appreciate you taking the time to participate in this effort.

Sincerely,

Change Control Management Team

BELLSOUTH CHANGE CONTROL PROCESS DOCUMENT

CONSENSUS VOTING BALLOT

CLEC Participant Company Name:	Date:
ITEM NO. 1 - Meeting Consensus Section 1 – Introduction – Page 7 (8th bulleted item in last section) Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance, <u>including User Guides that support OSS systems currently within the scope of CCP.</u>	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 2 - Meeting Consensus Section 1 – Introduction – Page 8 The first section bulleted items that are reflecting a change are: The scope of the Change Control Process does not include the following which are handled through existing BellSouth processes: Coordination of test agreements will continue to be supported by the Account Team Questions regarding existing documentation should be handled by the Account Team. However, if documentation needs to be changed for clarification purposes, a defect change request should be submitted through Change Control.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 3 - Meeting Consensus Section 3 – Introduction – Page 11 & 12 <u>Type 2 – Regulatory Change</u> Accept the additional language – “Type (2) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 3 – Industry Standard Change</u> Accept the additional language – “Type (3) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 4 – BellSouth Initiated Change</u> Accept the additional language – “Type (4) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 5 – CLEC Initiated Change</u> Accept the additional language – “Type (5) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 4 - Meeting Consensus Section 3 – Introduction – Page 12 Type 6 - CLEC Impacting Defects – This section will now read: A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect. These problems typically affect the CLEC’s ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3. The CLEC and/or BellSouth may initiate defect changes affecting interfaces between the CLEC’s and BellSouth’s operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 5 - Meeting Consensus Section 4 – Part 1 – Type 1 Detail Process Flow – Page 18 Step 1 – Activity #4 will be reflected as: 4. ECS will provide the CLEC with a trouble ticket number, if requested, to record and track the outage.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 6 - Meeting Consensus Section 4 – Part 1 – Type 1 Detail Process Flow – Page 18 Step 2 – Activity #1 will be reflected as: 1. ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will be distributed. The system ticket number of the outage will be included in the web posting and the e-mail notification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 7 - Meeting Consensus Section 4 – Part 2 – Types 2-5 Process Flow – Page 26 Step 4 – Activity #5 will be reflected as: 5. Provide size and scope information on each pending change request to CLECs. Also, add the following bullet under OUTPUTS: Size and scope on each Pending change request.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 8 - Meeting Consensus Section 4 – Part 3 – Types 2-5 Exception/Expedited Feature Process – Pages 33-37 WITHDRAWAL This CLEC Part 3 – Types 2-5 Exception/Expedited Feature Process was withdrawn in favor of the BellSouth offered Part 3 with modifications.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 9 - Meeting Consensus Section 4 – Part 3 – Types 2-5 Exception/Expedited Feature Process SPLIT FROM “DEFECT PROCESS” INTO SEPARATE SECTION FOR EXPEDITED FEATURES ONLY. Note: Exception “Language” removed from Expedited Feature Process.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 10 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 37 Title Page and definitions will read as follows: An Expedited Feature is the inability for a CLEC to process certain types of LSR’s based on the existing functionality to BellSouth’s Operations Support Systems (OSSs) that are in the scope of CCP. The change request for an expedite must provide details of the business impact and will fall into one of two categories: - A defect that has been re-classified as a feature where the CLEC/BellSouth has determined should be expedited due to impact - An enhancement to an existing product or service where the CLEC/BellSouth has determined should be expedited due to impact <u>Re-classified Defects</u> When a defect is re-classified as a feature, the CLEC/BellSouth will be notified by Change Control in the standard defect validation. The CLEC will have the ability to ask BellSouth to expedite the reclassified feature by updating the change request, marking it as an expedite and sending back to Change Control. The change request will then follow through the Types 2-5 Expedited Feature process using agreed upon intervals.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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<u>Enhancements to an existing product or service</u> A CLEC/BellSouth will also have the ability to submit a Type 2-5 change request as an expedited feature request for an enhancement to an existing product or service where the functionality does not currently exist in BellSouth's offered products and services. For both re-classified defects and enhancements to an existing product or service, the rules surrounding the expedited feature request will be: - Must be an enhancement to an existing product or service - Will follow the Expedited Feature process flow described below which is based on the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 that are eliminated. - The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.	
ITEM NO. 11 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 39 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 1 Accountability – CCCM & BCCM Sub-process – Activity <u>IDENTIFY NEED</u> - Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. - Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. - Attach related requirements and Attachment A-1A, Item 22. - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth. Inputs and Outputs: <u>INPUTS:</u> - Change Request Form (Attachment A-1) - Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> - Completed Change Request Form with related documentation	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 12 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 39 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 2 Accountability – BCCM Sub-process – Activity <u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgment Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request) 4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists. 6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2). Inputs and Outputs: <u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request Clarification Response <u>OUTPUTS:</u> • New Change Request • Acknowledgment Notification • Validated Change Request • Clarification Notification • Industry Notification via e-mail and web posting Cycle Time: 1 Bus Day – Clarification times would be in addition to cycle time.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 13 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 41 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 5 Accountability – BCCM, Project Managers from each participating company. Sub-process – Activity <u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> (Meeting consensus was reached on the following bullet only) 2. BellSouth User Requirements for software changes will be presented to CLECs, if applicable. If needed, changes will be incorporated and requirements re-baselined. <u>OUTPUTS</u> (Add the following bullet) • Documentation Changes	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 14 - Meeting Consensus Section 5 – Part 3 – Defect Process -Pages 42 – 50 Strike all references to EMERGENCY CHANGE and EXPEDITE throughout Section 5.0.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 15 - Meeting Consensus Section 5 – Part 3 – Defect Process -Page 42 & 43 Title page and definitions will read as follows: A CLEC/BellSouth identified defect will enter this process through the Change Management Team as a Type 6 Change Request. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting. A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect. These problems typically affect the CLEC’s ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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Process as discussed in Section 4, Part 3. Defect Change Requests will have three Impact Levels: • High Impact The failure causes impairment of critical system functions and no electronic workaround solution exists. • Medium Impact The failure causes impairment of critical system functions, though a workaround solution does exist. • Low Impact The failure causes inconvenience or annoyance.	
ITEM NO. 16 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 1 Accountability – BCCM & CCCM Sub-process – Activity <u>IDENTIFY NEED</u> 1. Identify Defect. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 3. Include description of business need and details of business impact. 4. Attach related requirements and specification documents. These attachments <u>must</u> include the following, <u>if appropriate</u>: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 5. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team. Inputs and Outputs: <u>INPUTS:</u> • Type 6 Change Request <u>OUTPUTS:</u> • Completed Change Request Form (with related documentation if necessary) Cycle Time: N/A	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 17 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 2 Accountability – BCCM & CCCM Sub-process – CYCLE TIME 4 Hours for High Impact – Time to be calculated from time of receipt with a cutoff time of 4:00 PM Eastern Time. 1 Bus Day for Medium and Low Impact – Time to be calculated from time of receipt with a cutoff time of 4:00 Pm Eastern Time.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 18 - Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 46 Table 5-1. Type 6 Defect Process – STEP 3 Internal Validation - BCCM Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> 1 Bus Day for High Impact 3 Bus Days for Medium and Low Impact <u>BELLSOUTH RECOMMENDATION</u> 2 Bus Days for High Impact 3 Bus Days for Medium and Low Impact	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ===== ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 19 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 3 Sub-process – OUTPUTS Add the following bullet: • Status provided for High Impact Defects to originator via email within 24 hours.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 20 - Meeting Consensus Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 4 Accountability – BCCM Sub-process – Activity <u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> 1. Defect workaround identified 2. Change Request status change to “W” for workaround identified. 3. Workaround is communicated via email to originating CLEC and to the CLEC community via email and web posting. 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to the CLEC community via email and web posting.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 21 - Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 4 Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> 1 Bus Day for High and Medium Impact 4 Bus Days for Low Impact <u>BELLSOUTH RECOMMENDATION</u> 2 Bus Days for High Impact 4 Bus Days for Medium and Low Impact	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ===== ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 22 - Meeting Consensus Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 5 Accountability – BCCM Sub-process – Activity <u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Defects based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status change until the defect is implemented.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 23 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 48 & 49 Table 5-1. Type 6 Defect Process – STEP 5 Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> Validated High and Medium Impact defects will be implemented within a 4-10 business day range, best effort. Low Impact defects will be implemented with a 4-20 business day range, best effort. <u>BELLSOUTH RECOMMENDATION</u> Validated High Impact Defects will be implemented within a 4-25 business day range, best effort. Medium Impact Defects will be implemented within 90 business days, best effort. Low Impact defects will be implemented best effort.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 24 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 51 Part 1 – Change Review Meeting - 4th paragraph NOTE: Status Meetings will occur monthly. Prioritization meetings will be scheduled to occur in March, June, September and December and will include the monthly status meeting agenda items.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 25 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 52 Part 2 – Change Review Package - 4th bullet: • BellSouth’s estimate of the size and scope of each Change Request.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 26 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 52-53 Part 3 – Prioritizing Change Requests - 10th bullet: (Leave this bulleted item as originally stated) Manual processes and documentation changes will be prioritized separately; however they will need to be synchronized with the electronic interface changes.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 27 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 54 Part 4 – Developing and Approving Release Packages - 1st bulleted item: Sizing and sequencing of change requests will be accomplished at the Prioritization Meeting. CLECs may take into account the size and scope when prioritizing items.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 28 – Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Interfaces – 1st paragraph sentence <u>CLEC RECOMMENDATION</u> As active interfaces are retired, BellSouth will notify the CLECs by submitting a Type 4 change request through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. <u>BELLSOUTH RECOMMENDATION</u> As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ----- ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 29 - Meeting Consensus Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Versions When software versions are retired, BellSouth will give the CLECs a 120 day notification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 30 - Meeting Consensus Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Versions – Proposed Appeal Language A CLEC may respond to Change Control with its desire to extend a retirement date. The CLEC must explain why the scheduled retirement date is not acceptable by providing the impact to its business.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 31 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 8 – Escalation Process - Page 58 & 59 <u>Guidelines</u> <u>CLEC RECOMMENDATION</u> - For Type 6 High and Medium Impact issues, the escalation process is agreed to allow BellSouth a one-day turnaround to provide a status for each cycle of escalation. - For Type 6 Low Impact and Type 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation. <u>BELLSOUTH RECOMMENDATION</u> - For Type 6 High Impact Issues, the escalation process is agreed to allow BellSouth a two (2) day turnaround to provide a status for each cycle of escalation. - For Type 6 Medium and Low Impact issues, the escalation process is agreed to allow BellSouth a five (5) day turnaround to provide a status for each cycle of escalation. For Types 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three (3) day turnaround to provide a status for each cycle of escalation.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 32 - Meeting Consensus Section 8 – Escalation Process – Contact List for Escalation – Type 2-6 Changes - Page 62 1st Paragraph: Type 2-5 Changes: Within 5 business days of receipt (4 from acknowledgment) BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 33 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 8 – Escalation Process – Contact List for Escalation – Type 2-6 Changes – Page 62 2nd Paragraph: <u>CLEC RECOMMENDATION</u> Type 6, High and Medium Impact Changes: Within one (1) business day of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
<u>BELLSOUTH RECOMMENDATION</u> Type 6 High Impact Changes: Within two (2) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position. Type 6 Medium and Low Impact Changes: Within five (5) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 34 - Contested Consensus (Voters must disagree with one of the following recommendations and indicate ranking of the other)

Section 8 – Dispute Resolution Process - Page 64

CLEC RECOMMENDATION

In the event that an issue arises from Section 9, Change to this Process, or arises from some other Section and is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs, resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the appropriate state regulatory agency, if available. If mediation is requested, parties shall participate in good faith.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.
- All participants in the CCP shall be provided timely notice of any mediations or formal complaints.

- ☐ Agree
- ☐ Generally Agree
- ☐ Neutral
- ☐ Somewhat Disagree
- ☐ Disagree

BELLSOUTH RECOMMENDATION

In the event that an issue is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs. Resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, parties shall participate in good faith. If the mediation results in the resolution of the dispute, that resolution shall apply to all CLECs affected by the dispute.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.

- ☐ Agree
- ☐ Generally Agree
- ☐ Neutral
- ☐ Somewhat Disagree
- ☐ Disagree

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ITEM NO. 35 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 8 – Changes to the Process - Page 66 <u>CLEC RECOMMENDATION</u> <u>2nd Paragrah</u> Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings following receipt of the request, if included in the published meeting agenda. Following this initial review the BCCM and a CLEC representative appointed by the CLECs participating in the review shall prepare an official E-mail ballot for distribution. The official ballot will detail the change being requested, and the significant arguments presented for and against the change during the review. The ballot will be distributed one week following the Status Meeting. CLECs and BellSouth will have one week in which to cast their vote. Only ballots transmitted before midnight of the due date will be counted. Implementation of such changes will require a two-thirds affirmative vote for approval. <u>BELLSOUTH RECOMMENDATION</u> <u>2nd Paragraph</u> Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings following receipt of the request, if included in the published meeting agenda. Following this initial review the BCCM and a CLEC representative appointed by the CLECs participating in the review shall prepare an official E-mail ballot for distribution. The official ballot will detail the change being requested, and the significant arguments presented for and against the change during the review. The ballot will be distributed one week following the Status Meeting. CLECs and BellSouth will have one week in which to cast their vote. Only ballots transmitted before midnight of the due date will be counted. Implementation of such changes, unless BellSouth has indicated that it currently cannot support a particular issue as proposed, will require a two-thirds affirmative vote for approval.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

Transmittal Cover Sheet for Pate Exhibit RMP-21

This sheet transmits the
Revised CCP Document Voting Ballot
which consists of 15 pages.

BELLSOUTH CHANGE CONTROL PROCESS DOCUMENT

CONSENSUS VOTING BALLOT

CLEC Participant Company Name:	Date:
ITEM NO. 1 - Meeting Consensus Section 1 – Introduction – Page 7 (8th bulleted item in last section) Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance, <u>including User Guides that support OSS systems currently within the scope of CCP.</u>	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 2 - Meeting Consensus Section 1 – Introduction – Page 8 The first section bulleted items that are reflecting a change are: The scope of the Change Control Process does not include the following which are handled through existing BellSouth processes: Coordination of test agreements will continue to be supported by the Account Team Questions regarding existing documentation should be handled by the Account Team. However, if documentation needs to be changed for clarification purposes, a defect change request should be submitted through Change Control.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 3 - Meeting Consensus Section 3 – Introduction – Page 11 & 12 <u>Type 2 – Regulatory Change</u> Accept the additional language – “Type (2) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 3 – Industry Standard Change</u> Accept the additional language – “Type (3) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 4 – BellSouth Initiated Change</u> Accept the additional language – “Type (4) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3. <u>Type 5 – CLEC Initiated Change</u> Accept the additional language – “Type (5) changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 4 - Meeting Consensus Section 3 – Introduction – Page 12 Type 6 - CLEC Impacting Defects – This section will now read: A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect. These problems typically affect the CLEC’s ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3. The CLEC and/or BellSouth may initiate defect changes affecting interfaces between the CLEC’s and BellSouth’s operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 5 - Meeting Consensus Section 4 – Part 1 – Type 1 Detail Process Flow – Page 18 Step 1 – Activity #4 will be reflected as: 4. ECS will provide the CLEC with a trouble ticket number, if requested, to record and track the outage.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 6 - Meeting Consensus Section 4 – Part 1 – Type 1 Detail Process Flow – Page 18 Step 2 – Activity #1 will be reflected as: 1. ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will be distributed. The system ticket number of the outage will be included in the web posting and the e-mail notification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 7 - Meeting Consensus Section 4 – Part 2 – Types 2-5 Process Flow – Page 26 Step 4 – Activity #5 will be reflected as: 5. Provide size and scope information on each pending change request to CLECs. Also, add the following bullet under OUTPUTS: • Size and scope on each Pending change request.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 8 - Meeting Consensus Section 4 – Part 3 – Types 2-5 Exception/Expedited Feature Process – Pages 33-37 WITHDRAWAL This CLEC Part 3 – Types 2-5 Exception/Expedited Feature Process was withdrawn in favor of the BellSouth offered Part 3 with modifications.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 9 - Meeting Consensus Section 4 – Part 3 – Types 2-5 Exception/Expedited Feature Process SPLIT FROM “DEFECT PROCESS” INTO SEPARATE SECTION FOR EXPEDITED FEATURES ONLY. Note: Exception “Language” removed from Expedited Feature Process.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 10 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 37 Title Page and definitions will read as follows: An Expedited Feature is the inability for a CLEC to process certain types of LSR’s based on the existing functionality to BellSouth’s Operations Support Systems (OSSs) that are in the scope of CCP. The change request for an expedite must provide details of the business impact and will fall into one of two categories: • A defect that has been re-classified as a feature where the CLEC/BellSouth has determined should be expedited due to impact • An enhancement to an existing product or service where the CLEC/BellSouth has determined should be expedited due to impact <u>Re-classified Defects</u> When a defect is re-classified as a feature, the CLEC/BellSouth will be notified by Change Control in the standard defect validation. The CLEC will have the ability to ask BellSouth to expedite the reclassified feature by updating the change request, marking it as an expedite and sending back to Change Control. The change request will then follow through the Types 2-5 Expedited Feature process using agreed upon intervals.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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<u>Enhancements to an existing product or service</u> A CLEC/BellSouth will also have the ability to submit a Type 2-5 change request as an expedited feature request for an enhancement to an existing product or service where the functionality does not currently exist in BellSouth's offered products and services. For both re-classified defects and enhancements to an existing product or service, the rules surrounding the expedited feature request will be: - Must be an enhancement to an existing product or service - Will follow the Expedited Feature process flow described below which is based on the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 that are eliminated. - The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.	
ITEM NO. 11 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 39 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 1 Accountability – CCCM & BCCM Sub-process – Activity <u>IDENTIFY NEED</u> - Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. - Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. - Attach related requirements and Attachment A-1A, Item 22. - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth. Inputs and Outputs: <u>INPUTS:</u> - Change Request Form (Attachment A-1) - Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> - Completed Change Request Form with related documentation	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 12 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 39 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 2 Accountability – BCCM Sub-process – Activity <u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgment Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request) 4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists. 6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2). Inputs and Outputs: <u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request Clarification Response <u>OUTPUTS:</u> • New Change Request • Acknowledgment Notification • Validated Change Request • Clarification Notification • Industry Notification via e-mail and web posting Cycle Time: 1 Bus Day – Clarification times would be in addition to cycle time.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 13 - Meeting Consensus Section 4 – Part 3 – Expedited Feature Process -Page 41 Table 4-3. Types 2-5 Expedited Feature Detail Process Flow – STEP 5 Accountability – BCCM, Project Managers from each participating company. Sub-process – Activity <u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> (Meeting consensus was reached on the following bullet only) 2. BellSouth User Requirements for software changes will be presented to CLECs, if applicable. If needed, changes will be incorporated and requirements re-baselined. <u>OUTPUTS</u> (Add the following bullet) • Documentation Changes	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 14 - Meeting Consensus Section 5 – Part 3 – Defect Process -Pages 42 – 50 Strike all references to EMERGENCY CHANGE and EXPEDITE throughout Section 5.0.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 15 - Meeting Consensus Section 5 – Part 3 – Defect Process -Page 42 & 43 Title page and definitions will read as follows: A CLEC/BellSouth identified defect will enter this process through the Change Management Team as a Type 6 Change Request. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting. A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect. These problems typically affect the CLEC’s ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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Process as discussed in Section 4, Part 3. Defect Change Requests will have three Impact Levels: • High Impact The failure causes impairment of critical system functions and no electronic workaround solution exists. • Medium Impact The failure causes impairment of critical system functions, though a workaround solution does exist. • Low Impact The failure causes inconvenience or annoyance.	
ITEM NO. 16 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 1 Accountability – BCCM & CCCM Sub-process – Activity <u>IDENTIFY NEED</u> 1. Identify Defect. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. 3. Include description of business need and details of business impact. 4. Attach related requirements and specification documents. These attachments <u>must</u> include the following, <u>if appropriate</u>: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 5. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team. Inputs and Outputs: <u>INPUTS:</u> • Type 6 Change Request <u>OUTPUTS:</u> • Completed Change Request Form (with related documentation if necessary) Cycle Time: N/A	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 17 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 2 Accountability – BCCM & CCCM Sub-process – CYCLE TIME 4 Hours for High Impact – Time to be calculated from time of receipt with a cutoff time of 4:00 PM Eastern Time. 1 Bus Day for Medium and Low Impact – Time to be calculated from time of receipt with a cutoff time of 4:00 Pm Eastern Time.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 18 - Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 46 Table 5-1. Type 6 Defect Process – STEP 3 Internal Validation - BCCM Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> 1 Bus Day for High Impact 3 Bus Days for Medium and Low Impact <u>BELLSOUTH RECOMMENDATION</u> 2 Bus Days for High Impact 3 Bus Days for Medium and Low Impact	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ===== ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 19 - Meeting Consensus Section 5 – Defect Process - Page 45 Table 5-1. Type 6 Defect Process – STEP 3 Sub-process – OUTPUTS Add the following bullet: • Status provided for High Impact Defects to originator via email within 24 hours.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 20 - Meeting Consensus Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 4 Accountability – BCCM Sub-process – Activity <u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> 1. Defect workaround identified 2. Change Request status change to “W” for workaround identified. 3. Workaround is communicated via email to originating CLEC and to the CLEC community via email and web posting. 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to the CLEC community via email and web posting.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 21 - Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 4 Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> 1 Bus Day for High and Medium Impact 4 Bus Days for Low Impact <u>BELLSOUTH RECOMMENDATION</u> 2 Bus Days for High Impact 4 Bus Days for Medium and Low Impact	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ===== ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 22 - Meeting Consensus Section 5 – Defect Process - Page 47 & 48 Table 5-1. Type 6 Defect Process – STEP 5 Accountability – BCCM Sub-process – Activity <u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Defects based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status change until the defect is implemented.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 23 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 5 – Defect Process - Page 48 & 49 Table 5-1. Type 6 Defect Process – STEP 5 Sub-process – CYCLE TIME <u>CLEC RECOMMENDATION</u> Validated High and Medium Impact defects will be implemented within a 4-10 business day range, best effort. Low Impact defects will be implemented with a 4-20 business day range, best effort. <u>BELLSOUTH RECOMMENDATION</u> Validated High Impact Defects will be implemented within a 4-25 business day range, best effort. Medium Impact Defects will be implemented within 90 business days, best effort. Low Impact defects will be implemented best effort.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 24 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 51 Part 1 – Change Review Meeting - 4th paragraph NOTE: Status Meetings will occur monthly. Prioritization meetings will be scheduled to occur in March, June, September and December and will include the monthly status meeting agenda items.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 25 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 52 Part 2 – Change Review Package - 4th bullet: BellSouth’s estimate of the size and scope of each Change Request.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 26 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 52-53 Part 3 – Prioritizing Change Requests - 10th bullet: (Leave this bulleted item as originally stated) Manual processes and documentation changes will be prioritized separately; however they will need to be synchronized with the electronic interface changes.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 27 - Meeting Consensus Section 6 – Change Review – Prioritization – Release Package Development and Approval - Page 54 Part 4 – Developing and Approving Release Packages - 1st bulleted item: Sizing and sequencing of change requests will be accomplished at the Prioritization Meeting. CLECs may take into account the size and scope when prioritizing items.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 28 – Contested Consensus (<u>Voters must disagree with one (1) of the following recommendations and indicate ranking of the other</u>) Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Interfaces – 1st paragraph sentence <u>CLEC RECOMMENDATION</u> As active interfaces are retired, BellSouth will notify the CLECs by submitting a Type 4 change request through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. <u>BELLSOUTH RECOMMENDATION</u> As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ----- ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 29 - Meeting Consensus Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Versions When software versions are retired, BellSouth will give the CLECs a 120 day notification.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 30 - Meeting Consensus Section 7 – Introduction and Retirement of Interfaces - Page 57 Retirement of Versions – Proposed Appeal Language A CLEC may respond to Change Control with its desire to extend a retirement date. The CLEC must explain why the scheduled retirement date is not acceptable by providing the impact to its business.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 31 - Contested Consensus (Voters must disagree with one of the following recommendations and indicate ranking of the other) Section 8 – Escalation Process - Page 58 & 59 <u>Guidelines</u> <u>CLEC RECOMMENDATION</u> - For Type 6 High and Medium Impact issues, the escalation process is agreed to allow BellSouth a one-day turnaround to provide a status for each cycle of escalation. - For Type 6 Low Impact and Type 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation. <u>BELLSOUTH RECOMMENDATION</u> - For Type 6 High Impact Issues, the escalation process is agreed to allow BellSouth a two (2) day turnaround to provide a status for each cycle of escalation. - For Type 6 Medium and Low Impact issues, the escalation process is agreed to allow BellSouth a five (5) day turnaround to provide a status for each cycle of escalation. For Types 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three (3) day turnaround to provide a status for each cycle of escalation.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree ☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 32 - Meeting Consensus Section 8 – Escalation Process – Contact List for Escalation – Type 2-6 Changes - Page 62 1st Paragraph: Type 2-5 Changes: Within 5 business days of receipt (4 from acknowledgment) BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
ITEM NO. 33 - Contested Consensus (<u>Voters must disagree with one of the following recommendations and indicate ranking of the other</u>) Section 8 – Escalation Process – Contact List for Escalation – Type 2-6 Changes – Page 62 2nd Paragraph: <u>CLEC RECOMMENDATION</u> Type 6, High and Medium Impact Changes: Within one (1) business day of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree
<u>BELLSOUTH RECOMMENDATION</u> Type 6 High Impact Changes: Within two (2) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position. Type 6 Medium and Low Impact Changes: Within five (5) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth’s position and explanation for that position.	☐ Agree ☐ Generally Agree ☐ Neutral ☐ Somewhat Disagree ☐ Disagree

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ITEM NO. 34 - Contested Consensus (Voters must disagree with one of the following recommendations and indicate ranking of the other)

Section 8 – Dispute Resolution Process - Page 64

CLEC RECOMMENDATION

In the event that an issue arises from Section 9, Change to this Process, or arises from some other Section and is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs, resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the appropriate state regulatory agency, if available. If mediation is requested, parties shall participate in good faith.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.
- All participants in the CCP shall be provided timely notice of any mediations or formal complaints.

- ☐ Agree
- ☐ Generally Agree
- ☐ Neutral
- ☐ Somewhat Disagree
- ☐ Disagree

BELLSOUTH RECOMMENDATION

In the event that an issue is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs. Resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, parties shall participate in good faith. If the mediation results in the resolution of the dispute, that resolution shall apply to all CLECs affected by the dispute.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.

- ☐ Agree
- ☐ Generally Agree
- ☐ Neutral
- ☐ Somewhat Disagree
- ☐ Disagree

Transmittal Cover Sheet for Pate Exhibit RMP-22

This sheet transmits the
January 31, 2001 CCP Process Improvement Meeting Minutes
which consists of 29 pages.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
Change Review & Monthly Status Meeting	Steve Hancock- Change Control Team	02-02-01

Participants

PARTICIPANT	COMPANY
Brenda Files	BST – CCP
Valerie Cottingham	BST – CCP
Cheryl Storey	BST - CCP
Steve Hancock	BST – CCP
Brian Rutter	KPMG
Kevin McCall	BST - NCS / CS
John Duffey	FL – PSC
Torrance Sanford	BST
Cathy Swift	BST
Doyle Mote	BST
Dorothy Vallery	BST
Kim Gillette-Hoskins	Quintessent
Mary Conquest	ITC / Deltacom
Shamone Stapler	ITC / Deltacom
Bill Grant	Telcordia
Steve Huff	SAIC
Kathy Rainwater	BST
Joan Wilwerding	Birch

PARTICIPANT	COMPANY
Graham Watkins	KPMG Consulting
Amanda Hill	WorldCom
Sandy Evans	Sprint
Wayne Johnson	BST
Peggy Rehm	Nightfire
Jacqueline Robertson	BST
Roxanne Perry-White	Ztel
Bill Killian	Telcordia
Becky Wellman	IDS
Alan Flanigan	Time / Warner
Rich Bobik	AT&T
Pat Woods	Worldcom
Sheriann Lively	Trivergent
Anthony Zerillo	Birch Telecom
Gloria Melvin	Trivergent
Marva Goff	BST
Ellen Neis	Sprint
Meena Masih	BST

Meeting Information History

DATE	START TIME	END TIME
01/31/01	9:00- AM EST	3:00 PM EST

MEETING PURPOSE / AGENDA
Change Review & Monthly Status Meeting

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
1. OPENING	NOTE: This monthly status meeting was combined with the Change Review Meeting. The BCCM opened the meeting and covered the items we were to accomplish during this meeting: • Review of outstanding action items • Present Pending Change Requests • Determine priorities • Develop a Candidate Change Request List • Review regulatory mandates • Change Control Log Status • Report of system outages • Review current Release Management statuses • Open Discussion – Change Control Process • Summarize New Action Items & Assign Owners Valerie Cottingham explained to the participants that a conference bridge was provided only to facilitate the ability for the FL PSC to participate. It is generally not BellSouth's practice to provide a conference bridge for Change Review meetings. BST stated that we would begin having quarterly change review prioritization meetings as requested by the CLEC community. Since we are moving to quarterly CRMs, the Release Package meetings that normally occur 30 business days later will now occur within a specified timeframe prior to each release. BellSouth has proposed 3-4 months prior to each release. At our January 10, 2001 Process Improvement meeting, the CLEC community requested 6 months prior. This request is being addressed by BellSouth and will be discussed further at our February meeting.
2. OUTSTANDING ACTION ITEMS	Update on outstanding Action Items from our 12/13/00 Monthly Status Meeting: ACTION ITEM (BellSouth) (CLOSED) Address how the release timeline will be managed with the test and production environments. Status: Information and dates regarding the test window for each release will be communicated with the monthly release management status report.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (CLEC Community) (OPEN) CLECs will forward any issues/concerns regarding the CLEC Test Environment to Change Control. Status: Two emails have been received from CLECs and forwarded to the Test Environment Project Manager for review. An update on these issues was provided during Torry Sanford's presentation.
	ACTION ITEM (BellSouth) (CLOSED) BellSouth will schedule a CLEC Test Environment meeting in January 2001 to address CLEC concerns and provide timelines. Status: Meetings were held 1/17 and 1/18 to review User Requirements with CLEC community. Updates will continue to be provided during the monthly status meetings.
	ACTION ITEM (BellSouth) (OPEN) RESID XDSL – CCP will forward response from Lianne Griffin to Kurt (Covad) and Peggy (Nightfire) regarding issues with CR0105 emailed on 10/11/00. Status: 12/12/00 Kurt advised Change Control that he will read over the responses sent by BellSouth and reply to CCP how to proceed with the request. 01/12/01 CCP emailed Kurt requesting a response. 01/29/01 email to Kurt (based on Lianne's responses) request time and availability for conference call to be arranged by CCP.
	ACTION ITEM (BellSouth) (CLOSED) BellSouth will determine if the manual process for OLNS is the end user request or the CLEC establishing OSDA routing via OLNS. Status: This will be the CLEC request, not the End User.
	ACTION ITEM (BellSouth) (OPEN) BellSouth will determine the remaining states after Georgia for OLNS manual process. Status: BellSouth is still determining the timeline and will communicate updates through CCP.
	ACTION ITEM (BellSouth) (OPEN) CCP to provide scenarios for the Release 10.0 package. Status: The Release 10.0 package meeting will be held during our February 28 Monthly Status meeting.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (BellSouth) (CLOSED) BellSouth to provide an update regarding the target implementation date for CR0198 and not the appropriate status on the CR Log. Status: CR0198 has been reclassified from a defect to a feature and was originally targeted for Dec. 2000, however it will be re-targeted for a future release.
	ACTION ITEM (AT&T) (OPEN) AT&T to provide examples of where “system downtime” notification was not provided according to BellSouth established timeframes. Status: No examples have been provided to date. AT&T will follow-up with CCP.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	Torry Sanford, BST Project Manager, provided an update on the following action items that resulted from the 1/17 & 1/18 CLEC Test Environment User Requirements Meetings: ACTION ITEM (BellSouth) (OPEN) Assumption 5.5 – Address the exclusion of LENS and RoboTAG being supported by the CLEC Test Bed. Status: Still under investigation. ACTION ITEM (BellSouth) (CLOSED) Assumption 5.8 - Provide clarification on whether the CLEC Test Bed will be the vehicle for the initial connectivity for a new CLEC. Status: Any new CLEC has the option to utilize the test bed. BellSouth will recommend that a CLEC use the test bed before going into full production. ACTION ITEM (BellSouth) (CLOSED) Assumption 5.10 – Address the reason for the change in hours from 8AM to 9AM for test bed support. Status: The CLEC test bed will now be supported from 8AM to 5PM EST and this change will be noted in the documentation. ACTION ITEM (BellSouth) (OPEN) Assumption 5.11 – Provide clarification on what certification must be completed before use of the CLEC Test bed. Also provide information on when BellSouth quality assurance testing is complete before moving to the test bed environment. Status: The certification process is still being developed. BellSouth is looking at ways to certify the CLEC / vendor as they enter into the test bed. BellSouth may have an update to provide by the end of February 2001. ACTION ITEM (BellSouth) (OPEN) Assumption 5.21 – Provide clarification regarding the profiles. Status: Normally, in production, a service rep will create the profile. BellSouth will need to follow-up on this process. ACTION ITEM (CLEC Community) (OPEN) CLEC community should submit any questions/issues regarding the CLEC Test Bed to Change Control. Status: CLECs indicated that they would follow this process. ACTION ITEM (BellSouth) (OPEN) Provide timeline for the functionality of the xDSL Loop ordering functionality (new Telcordia architecture). Status: Currently, the target for implementation of the COG (Corporate Gateway) is 10-01-01, however BellSouth will continue to challenge this date for a quicker delivery.

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Agenda Items	Discussion
	Valerie Cottingham re-emphasized to the CLECs that the Change Control Process is the CLEC's advocate, however BST cannot commit to things it cannot support. Valerie also discussed the change review meeting prioritization meeting dates for 2001 and the reasons behind the new schedule. There will be a total of five (5) meetings in 2001 based on the CLECs' request to meet in January, 2001.
	Brenda Files (CCP) discussed those change requests that are currently in "N", new status, however are under appeal. These are: CR0184 – LENS View Resold CSRs CR0246 – LENS/TAG Ability to view resold UNE-P Kathy Rainwater (BST) explained that these requests were to view other CLEC's CSRs and according to the Telecom Act, BellSouth has determined that there is language that prevents CLECs from "opening up or viewing" other CLEC's customer service records. Anthony Zerillo (Birch) requested that BellSouth provide where in the Telecom Act this language appears.
	NEW ACTION ITEM: (BellSouth) BellSouth to provide the Telecom Act language that BST interpreted as prohibiting CLEC's from viewing another CLEC's CSRs. DD. 02-08-01.
	Mary Conquest (ITC/Deltacom) stated that their legal department had advised that the Interconnection Agreements between BellSouth and the CLECs may need to be changed in order to allow LOA's to be used for the ability to view other CLEC's CSRs.
	NEW ACTION ITEM: (BellSouth) BellSouth to review ITC/Deltacom's suggestion of changing the current Interconnection agreements to allow LOA's for viewing other CLEC's CSRs.
	Brenda Files advised that the functionality being requested in CR0248 (REQTYP B UNE to UNE Migration) is already available. BellSouth will ask AT&T to authorize closure on this request. Cathy Swift briefly updated the CLECs about clarifications being received on working cable and pair. She explained that BellSouth is working to change this from a clarification to a jeopardy notice. The process will work the same way as a clarification. The CLEC will still have 10 business days to re-supply. The jeopardies will be faxed to the CLEC because there is currently no electronic way of returning this information. There will be a carrier notification letter posted shortly.

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Agenda Items	Discussion
3. Presentation of Pending Change Requests	Based on the group decision made at our January 10 CCP Process Improvement meeting, the pre-ordering and ordering categories were combined for voting purposes since BST IT sizes by work request, not by category or interface. CCP stated that after today's meeting, we would have three prioritization lists and requested suggestions on how we could consolidate the lists to one. This way BellSouth would have one list to work from. Change Control also mentioned that it was probable that all features currently targeted for Release 10.0 would not make it into the final scope. The CLECs voiced concern about whether anything that is currently targeted for Release 10.0 would be displaced by any High priority items that comes out of the meeting today. They also expressed their concerns over the amount of time it is taking to get work requests implemented. BellSouth asked the CLECs to make a recommendation, by consensus, on how to manage the priority of those work requests that have been previously prioritized, but have not been targeted for a specific Release. The CLECs asked for a "break" in the meeting agenda, in order to discuss their preferences, excluding BellSouth's presence. The CLEC recommendations are: 1. The CLECs will prioritize those items presented at this meeting. 2. In the March Change Review Meeting: For any work items that are not scheduled for a Release, BellSouth to provide a comparison of work hours required for each Change Request, and the available hours of programming time for the upcoming releases. 3. BellSouth will provide the sizing of all Change Requests (including old CR's) that have not been scheduled for a release, sizing for the scheduled CRs, and the amount of capacity that would be available after regulatory mandates are slotted. 4. At each quarterly meeting, those Change Requests that have not been scheduled for a release will be re-prioritized. BellSouth will address these recommendations internally and plan to discuss further with the CLEC community at the February CCP Process Improvement meeting. The following pre-ordering / ordering pending change requests were presented / discussed: CR0135 – Merging of Accounts (AT&T) Category: Change Existing Functionality / Ordering Provide a mechanized method to migrate TNs or lines into an existing account and change the listing on a single order. Additionally, provide a mechanized way to combine two accounts that have been migrated to the CLEC with a single order.

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Agenda Items	Discussion
	CR0144 – Add LSR Codes in LENS (BST) Category: Change Existing Functionality / LENS Ordering Update all LENS screens with LSR codes associated to the text added to all list boxes. For example, in the Request Type drop down box, add “E” beside Resale, “J” beside Directory Listing, etc.
	CR0145 – Remove a TN from a LENS LSR (BST) Category: Change Existing Functionality / LENS Ordering Implement the capability to remove a TN entered on an LSR in LENS. This functionality is needed when an incorrect TN is entered in LENS. Currently there is no way to remove that TN from the LSR request. This request is not the same as changing the TN on an account, or disconnecting it.
	CR0146 – Default the Listed TN (BST) Category: Change Existing Functionality / LENS Ordering Default the listed TN on new connect and any other scenario where a new number is assigned and a directory listing is requested.
	CR0152 – Electronic Payphone Service Orders (BST) Category: Add New Functionality / Ordering Add the capability to accept Payphone Service Resale orders electronically.
	CR0176 – Allow PIC & LPIC to be submitted as “No Change” for LNA of V (Network One) Category: Change Existing Functionality / Ordering Accept “No Change” option for both PIC & LPIC changes for an LNA of V.
	CR0178 – Provide Solicitated Notifications in TAG (BST) Category: Add New Functionality / Pre-ordering & Ordering-LENS/TAG Enhancement of TAG to allow the customers to solicit notifications from BellSouth (LEO Mainframe).
	CR0179 – TAG Navigator to CORBA Bridge Router (BST) Category: Add New Functionality / Pre-ordering & Ordering-LENS/TAG Allow customers to be routed from the Navigator to CORBA Bridge (NCB) server to multiple Gateway Notification Servers (GWNS).

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Agenda Items	Discussion
	CR0181 – Add Grid Values for Disconnect # Field in TAG (BST) Category: Change Existing Functionality / Pre-ordering & Ordering-LENS/TAG Update the grid values for all Disconnect Number field for all services.
	CR0196 – Allow Changes in Directory Deliveries (LENS99) (BST) Category: Add New Functionality / Ordering-LENS Add functionality in LENS99 to allow for changes in directory deliveries by adding fields to indicate type of directory (white/ yellow) and to identify delivery schedule (annual/ interim).
	CR0215 – UNE to UNE Bulk Migrations (AT&T) Category: Add New Functionality / Ordering Implement the ability to migrate UNE to UNE orders in bulk.
	CR0221 – Allow user to populate LQTY in LENS Pre-Order (BST) Category: Change Existing Functionality / Pre-Ordering-LENS Allow the user to populate a quantity in the field LQTY when requesting a Partial Pre-Order Query for Due Date Estimate for REQ TYP A, ACT of C.
	CR0228 – Provide Business Rules for REQ TYP M and E, ACT of T (BST) Category: Change Existing Functionality / Ordering Allow ACT of T orders to flow through without manual handling.
	CR0229 – Enhance address validation in LENS/TAG to allow creating a new LOC (BST) Category: Add New Functionality / Ordering-LENS/TAG Allow creating a new LOC for validating addresses in LENS. This request is for ordering N & T's only. LENS/TAG to return the LOC standard so it can be re-formatted. The title of the CR will be changed to reflect this change is associated with relaxing the address validation.

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Agenda Items	Discussion
	CR0241 – CN Returned on Incorrect LSR Version (AT&T) Category: Change Existing Functionality / Ordering AT&T issued orders for port/loop migrations (version 1) and then sent a supplemental order to cancel the migration (version 2). The cancel did not get worked in time; therefore the migration order was completed. AT&T received FOCs on both versions of the LSR and because version 1 was worked, should have received a completion notice (CN) on version 1 of the LSR. BellSouth did not send a CN on version 1, but instead sent it on version 2 of the PON.
	The following documentation change request was presented: CR0180 – API Reference Guide recommendations for CLEC Notification Server and Listener (BST) Category: Change Existing Functionality / Pre-order & Order-TAG Create a CLEC Notification Server/Listener combination for each application ID in the API Reference Guide. This request will improve the TAG/LEO/CLEC performance when handling large volumes of unsolicited notifications at the client. This change should be incorporated into the API Reference Guides for Issue 7 and 9.
	The following process change request was presented: CR0238 – Provide Separate E-mail Notification Lists for System Outages (Network One) Category: Process Provide separate email lists for notification of system outages, including the ability of participants to Subscribe and Unsubscribe electronically.

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Agenda Items	Discussion
4. FINAL PRIORITIZATION	The final prioritization ranking resulted for Ordering/Pre-ordering requests: #1 – CR0178 – Provide Solicitated Notifications in TAG #2 – CR0228 – Provide Business Rules for REQTYP M & E, ACT of T #3 – CR0179 – TAG Navigator to CORBA Bridge Router #4 – CR0135 – Merging of Accounts #5 – CR0176 - Allow PIC & LPIC to be submitted as “NO CHANGE” for LNA of V #6 – CR0241 – CN Returned on incorrect LSR version #7 – CR0215 – UNE to UNE Bulk Migrations #8 – CR0146 – Default the Listed TN #9 – CR0181 – Add grid values for disconnect #field in TAG #10 – CR0229 – Enhance address validation in LENS/TAG to allow creating new LOC #11 – CR0144 – Add LSR codes in LENS #12 – CR0145 – Remove a TN from a LENS LSR #13 – CR0152 – Electronic payphone service orders #14 – CR0196 – Allow changes in directory deliveries (LENS99) #15 – CR0221 – Allow user to populate LQTY in LENS pre-order <u>DOCUMENTATION</u> #1 - CR0180 – API Reference Guide recommendations for CLEC notification server and listener <u>PROCESS</u> #1 – CR0238 – Provide separate email notification lists for system outages
	NEW ACTION ITEM (BellSouth) – CR0176 – BellSouth to determine if there is currently a limitation in EDI as well as TAG. NEW ACTION ITEM (BellSouth) (CLOSED) – CR0229 – Will this also include conversions of existing BellSouth or resale accounts. Status: This will be for N & T orders only. LENS will return the LOC standard in order for it to be re-formatted.

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Agenda Items	Discussion
	NEW ACTION ITEM (BellSouth) – CR0229 – How will this functionality work with TAG?
	NEW ACTION ITEM (BellSouth) – BellSouth to share with the CLECs the schedule for the implementation of LSOG5/TCIF xx.
	NEW ACTION ITEM (BellSouth) – BellSouth to provide a proposal to the CLECs to move the smaller work items that have been prioritized, into “dot” releases.
	NEW ACTION ITEM (CLECs) – The CLECs will determine those requests that should be removed from the total list of non-scheduled requests after the sizing is provided at the quarterly meetings.
5. REGULATORY MANDATES	CR0169 – Conservation Rules for Number Pooling. FCC99-200 (revised on 3/31/00 to FCC00-104). Florida 954 – FCC99-249. Florida State PSC docket number is 981-444TP. : Implemented with Release 9.0 (01/06/01 and 01/14/01).
6. NEW CHANGE REQUESTS (TYPES 2-5)	The following requests are in “New” status:
	<u>ORD030200_001</u> – UNE via ASR21 (AT&T and WorldCom) Status: AT&T and WorldCom to provide status on whether this request can be closed / canceled. If advised to leave open, CCP requested an explanation since this request has been open for a long period of time.
	<u>CR0012</u> – TAFI Functionality via ECTA Interface (AT&T) Status: AT&T to provide status on whether this request can be closed / canceled. If advised to leave open, CCP requested an explanation since this request has been open for a long period of time.
	<u>CR0100</u> – TAG is failing to accurately calculate due date on deny/restore (BST) Status: Initially submitted as a defect; reclassified as a feature.
	<u>CR0105</u> – Drop the RES ID to Requirement for xDSL Order (Nightfire) Status Update: 12/11 Lianne Griffin sent e-mail to Covad with the response to all concerns from conference call. Kurt from Covad will advise CCP how to handle after reading the responses. Kurt has concerns with RESID being a required field. This issue will be discussed offline. 01/29/01 CCP sent e mail to Kurt requesting time and available date for conference call to be arranged by CCP to discuss Lianne’s responses.

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Agenda Items	Discussion
	<u>CR0132</u> – Fielded Completion Notifications (WorldCom) Status: 01/21/01 CCP sent e-mail to Tyra requesting Status on WorldCom's position to this request.
	<u>CR0166</u> – Cable ID Defect (AT&T) Status: AT&T has escalated this issue-deferred to AT&T's Account Team. CR placed on hold pending outcome.
	<u>CR0171</u> – Modify CCP document (AT&T) Status: Meeting held on 1-10-01 to continue discussing changes to the process. E-mail ballot distributed on 1-17-01 associated with changes either agreed upon as "meeting consensus" or "contested consensus". The results of the ballot were discussed during this meeting. Refer to the "Changes to Process" section. Next meeting scheduled for mid-February to discuss open issues.
	<u>CR0184</u> – LENS ability to view resold CSR's (XO-BST) Status: 10/26/00 BST response to ORIG CLEC. 11/03/00. 11/03 ORIG CLEC appeal response. 12/12/00. Appeal still under investigation by BST.
	<u>CR0198</u> – Increase transaction size limit (AT&T) Status: Initially submitted as a defect, reclassified as a feature to be implemented in a future release.
	<u>CR0201</u> – Extension of the retirement of TAG 3.1.1.1 (Mantiss/Access One) Status: 12/01/00 BellSouth provided response to CLECs regarding the extension until 1/31/01.
	<u>CR0220</u> – Add Additional Scenarios to LEO-IG Volume 1 (BST) Status: 01/03/01 Being reviewed for acceptance
	<u>CR0222</u> – Unknown USOCS (ITC Deltacom) Mary Conquest stated they are requesting that for USOCs FUJMX and FUJ1X, the CSR display the descriptions instead of displaying "Unknown USOCS". Status: 01/02/01 Response sent to Orig CLEC.
	<u>CR0232</u> – Alteration to Business Rules (Gulf Coast Communications) Status: 01/29/01 Request placed in Scheduled Status.

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Agenda Items	Discussion
	CR0234 – Connect Direct Fix (Alltel) Status: 01/04/01 Response sent to Orig CLEC.*related to CR0156 (canceled by Original CLEC).
	CR0235 – Notification to CLECs when a Number has been ported in error (Alltel) Status: 01/19/01 Response sent to Orig CLEC.
	CR0245 – LENS/TAG/EDI Manual vs Mechanized notification (Birch) Status: 01/22/01 – Request placed in clarification and clarification response has been received on 01/25/01.
	CR0246 – LENS/TAG – Ability to view resold/UNE-P CSRs (Birch) Status: 01/05/01 – Response sent to originating CLEC. **Related to CR0184.
	CR0248 – REQ TYP B UNE to UNE Migrations (AT&T) Status: 01/14/01 – Response sent to originating CLEC that functionality currently exists. Waiting on response back from AT&T.
	CR0273 – Add N/A and N/C to LENS PIC fields (IDS) Status: 01/12/01 – Being reviewed for acceptance. Stuart Walters mentioned this CR might be similar to CR0176. Change Control will investigate.
	CR0275 – LENS Change (Mpower) Status: 01/08/01 – Being reviewed for acceptance.
	CR0278 – LENS Changes (Arrow Communications) Status: 01/11/01 – Being reviewed for acceptance.
	CR0281 – BellSouth Demark Move Process Request (Allegiance Telecom) Status: 01/17/01 – Being reviewed for acceptance.
	CR0284 – LNP Range of Telephone Numbers (Time/Warner) Status: 01/19/01 – Being reviewed for acceptance.

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Agenda Items	Discussion
7. Other Pending Requests	Other change requests that are in “Pending” status but did not require a vote include: CR0151 – Error Code Defect (LNP) (AT&T) The LNP portion of this request was implemented with Release 5.4 on 12/10/00. Change Control is investigating the targeted release date for the EDI portion. CR0186 – Interactive Agent TCIP/SSL3 (WorldCom) This change request will be implemented with CR0101-EDI Pre-ordering solution.
8. Candidate Requests (RC status)	The following change requests are currently being assessed for impact, sizing and estimating activities. The results will be discussed at our Release 10.0 Package Meeting. These requests are in “Candidate Request (RC)” status: <u>CR0020</u> – LENS – View multiple CSRs simultaneously (Trivergent) <u>CR0031</u> – Change Listing account in LENS (Alltel) – REQ TYP J/ACT=R functionality currently exists in LENS for non-BST exchanges. Alltel reviewing this information and will advise CCP if CR can be canceled. <u>CR0053</u> – CLEC Ordering Guide not up to date with LSOG 4 (Adelphia) (Documentation only) BBR-LO sub team meeting scheduled for 2/1/01 to address improvements. <u>CR0085</u> – Web-based LSR (BST) <u>CR0088</u> – UNTW Loop Service requests via EDI (Media One) <u>CR0096</u> – LENS Enhancement – Add new listings (Alltel) <u>CR0101</u> – EDI Pre-ordering (Nightfire) / <u>CR0186</u> – Interactive Agent TCIP/SSL3 (WorldCom) Status: CR0186 will be included with the implementation of CR0101. CR0101 was prioritized on 9/27/00. Release 10 scope has not been finalized. <u>CR0104</u> – LENS large account inquiry (Marietta-Fibernet) <u>CR0113</u> – LENS Inquiry – View Customer record (Southern Telecom) <u>CR0127</u> – Provide pending service order for CSR via TAG (ITC/Deltacom) <u>CR0137</u> – Flowthrough change request – REQ TYP CB, ACT P&Q for LNP Orders (AT&T)

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Agenda Items	Discussion
	CR0139 – Update API guide to better relate the Guide to the BellSouth pre-order (BST) (Documentation only) CR0160 – Flowthrough change request – REQ TYP BB, ACT P&Q for Loop with LNP (AT&T) Other requests in “Candidate Request” status: EDI0812990003 – The ability to use form for dir listing that drops from 411/DA (AT&T) – in “RC” status – BST exploring electronic solution Status: A revised form was distributed to the CLEC community on 1/26/01. The standard form for reporting multiple drops is targeted for implementation 3/01/01. BST is pursuing a single point to email/call to report drops. Discussion was held around EDI0812990003 (411 drops). BellSouth explained that the standard form for reporting 411 drops was revised to remove the requirement of the CLEC having to call the LCSC before faxing in the form. This change notification was communicated to the CLECs on 01-26-01. BellSouth is asking the CLECs to review the revised form and forward any comments through CCP within a week. If there are no objections, this new form will be targeted for implementation on 03-01-01. Doyle Mote (BST) explained that BellSouth is continuing to explore a mechanized way to handle the 411 drops, including an email option. If the email option can be arranged, the CLECs will determine if this change request can be moved to “Implemented” status.
	NEW ACTION ITEM (CLECs) – The CLECs will provide comments to the “updated” 411 drops form to BellSouth through CCP by 2-7-01.
9. SCHEDULED CHANGE REQUESTS	The following Change Requests are targeted for upcoming releases. The status for those CRs that are targeted for Release 10.0 will be changed to “RC”-Candidate Request until they have been scheduled for a release. EDI0812990004 – Allow LSR to be submitted to change the main account number on a listings only account “J” REQ TYP (AT&T). Status: Targeted for Release 10.0 on 6/30/01. EDI0812990005 – Jointly assist BST in the development of fields to support the handling of remaining lines when the main account is migrating (AT&T) Status: Targeted for Release 10.0 on 6/30/01.

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	EDI0812990007 – Restrictions on LEAN/LEATN be lifted in order for complex services with different classes of service (AT&T) Status: Targeted for Release 10.0 on 6/30/01.
	TAG0812990001 – Provide CFA on Pre-order via TAG (AT&T) Status: Targeted for Release 10.0 on 6/30/01.
	TAG0812990003 – Parsed CSR via TAG Pre-order (AT&T) Status: A conference call was held on January 18, 2001 to discuss the status of the project and implementation timeline with the CLEC community. BellSouth is working to improve the target implementation date of 12/31/01 and will provide an update early February.
	EDI1215990001 & CR0133 – BST validate an address using the TN vs RSAG (AT&T)/Migration of UNE-P Notifications (WorldCom) Status: Targeted for Release 10.0 on 6/30/01.
	EDI030300_001 – BST Test Environment for EDI (AT&T) Status: Targeted for implementation 3/31/01.
	CR0002 – Pre-order/Order business rules discrepancies (AT&T) Status: Targeted for Release 10.0 on 6/30/01.
	CR0003 – RPON Business Rules and Error messages (AT&T) Status: Targeted for Release 10.0 on 06/30/01 (Electronic reject & flow through)
	CR0016 – Service inquiry enhancements – SL1, SL2, DS0, DS1, ISDN (AT&T) Status: Targeted for Release 10.0 on 6/30/01.
	CR0029 – Partial migration of UNE loops (REQTYP A) (BST) Status: Targeted for Release 10.0 on 6/30/01.
	CR0038 – TOS Field on LSR – REQTYP J (TCIF 9) (BST) Status: Targeted for Release 10.0 on 6/30/01.
	CR0040 – Order Tracking Request (AT&T) Status: Targeted for Release 10.0 on 6/30/01.
	CR0078 – Extended Loops (AT&T) Status: Targeted for Release 10.0 on 6/30/01.

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Agenda Items	Discussion
	CR0149 – Modify and Resend FOCs and Clarifications (BST) Status: Targeted for LNP Release 6.1 on 3/18/01.
	CR0209 – Changes to the CCP User Registration Form (RF-1874) (BST) Status: CCP User Registration Form updated on the Web 11-15-00. The new RF-1874 is scheduled for the next update of the CCP document.
	CR0232 – Alteration to Business Rules (Gulf Coast Communications) Status: 01/29/01 Request placed in Scheduled Status. Target – 03/30/01.
	CR0253 – Conflicts with LEO BBR-LO 9 and TAG for the LS Service-LEATN field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0254 – Conflicts with LEO BBR-LO 9 and TAG for the LSNP Service-LEATN field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0255 – Conflicts with LEO BBR-LO 9 and TAG for the NP Service-LEATN field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0256 – Conflicts with LEO BBR-LO 9 and TAG for the PS Service - TLI field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0257 – Conflicts with LEO BBR-LO 9 and TAG for the PS Service-TLI field (LNA of G) (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0258 – Conflicts with LEO BBR-LO 9 and TAG for the PS Service-TLI field (LNA of V) (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.

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	CR0259 – Conflicts with LEO BBR-LO 9 and TAG for the LSR – Zip Code DSG field (LNA of G) (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0262 – Conflicts with LEO BBR-LO 9 on the HE field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0263 – Conflicts with LEO BBR-LO 9 and TAG for the LS (XDSL) svc – LSO field (Telcordia) Status: Determined to be a documentation defect and will be corrected by 3/30/01.
	CR0280 – Implement electronic systems support for the following NPA splits: LA 504/985, TN 901/731 and North FL 904/386 (BST) Status: Targeted for Release 9.1 on 2/10/01.
	CR0282 – Line Sharing defect – X's in the RESID Field Status: Targeted for Release 9.1 on 2/10/01.
10. IMPLEMENTED CHANGE REQUESTS	The following change requests have been implemented since our December 13 meeting:
	CR0014 – LENS changes and updating Reference Guides (Trivergent) Status: Implemented with Release 8.0.3a on 12/20/00.
	CR0015 – LENS – ACT of C – Change basic class of service (BST) Status: Implemented with Release 8.0.3a on 12/20/00.
	CR0030 – UNE to UNE migrations (BST) Status: Implemented with Release 9.0 on 01/06/01.
	CR0162 – OTN Defect Issue 7 (ITC Deltacom) Status: Implemented on 11/9/00.
	CR0169 – Conservation Rules for number pooling (BST) Status: Implemented with Release 9.0 on 01/06/01 and Release 9.0a 01/14/01.

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Agenda Items	Discussion
	<u>CR0183 – TAG to display the “TTRA” in the un-fielded IDENT section for number pooling (BST)</u> Status: Implemented with Release 9.0 on 01/06/01.
	<u>CR0193 – TAG Hardware/Software Upgrade to UNIX 11.0 Platform</u> Status: Issue 9 (TAG 7.5.0.2) implemented with Release 8.0.3 on 12/16/00. Issue 7 (TAG 2.3) implemented with Release 9.0 on 01/06/01.
	<u>CR0194 – Missing Interval Guide for Port/Loop Combos (AT&T)</u> Status: Documentation defect. Implemented with Interval Guide Update on 12-15-00.
	<u>CR0223 – LENS ACT of V Defect (AT&T)</u> Status: Implemented with Release 9.0 on 1/06/01.
	<u>CR0225 – Notes Added to the LACT Field in the BBR (BST)</u> Status: Implemented with 12/01/01 BBR-LO Update. Version 9J.
	<u>CR0226 – Calculate Correct Due Date Intervals (BST)</u> Status: SL1 & SL2 loops implemented on 12-16-00 with TAG Releases 2.2.0.12, 7.1.2.2 and 7.5.0.2.
	<u>CR0236 – Incorrect Calculation of Due Date Intervals for PIC/LPIC (BST)</u> Status: Implemented with TAG Release 7.5.0.2 on 12-16-00.
	<u>CR0240 – LENS ACT of V Defect (AT&T)</u> Status: Implemented with Release 9.0 on 1/6/01.
	<u>CR0247 – Reduce Due Date Interval from 5 to 4 days for SL1, including TAG users of versions 2.3.0.1 and 7.5.0.11 (BST)</u> Status: Implemented with Release 9.0.1 on 1/27/01.
	<u>CR0250 – Delete USOC TBOBP Not Resellable</u> Status: Implemented with Release 9.0 on 1/6/01.
	<u>CR0251 – System Populates Invalid multi-feature discount USOCs</u> Status: Implemented with Release 9.0 on 1/6/01.
	<u>CR0279 – Additional pre-order loop makeup service inquiry functionality for LENS and TAG version 7.5.0.10 users (BST)</u> Status: Implemented with Release 9.0.1 on 1/27/01.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
11. CANCELED CHANGE REQUESTS	The following change requests have been cancelled since our 12/13/00 meeting: CR0023 – OSS'99 Ordering Guidelines (AT&T) Status: Canceled on 12/18/00 by originator. CR0065 – Add LENS 6.3 Tutorial (Trivergent) Status: Canceled on 12/12/00 by originator. CR0156 – Connect:Direct Request (AT&T) Status: Canceled on 12/18/00 by originator. CR0218 – EDI Map Change for Error Text Status: Canceled on 12/26/00 by originator. Duplicate of CR0151. CR0244 – Establish Standard Call Center Measurements & Reports for LCSC (Network One) Status: 01/31/01 – Originator cancelled request.
12. DEFECT/EXPEDITE CHANGE REQUESTS	The following change requests were submitted as defects: CR0049 – LENS TNs for each PON on bulk order (AT&T) Status: Pending clarification CR0074 – TAG is requiring the end user address in error for REQTYPE: ACT of C (BST) Status: Determined to be a defect and is targeted for a future release. CR0079 – TAG is requiring "INIT" (BST) Status: Determined to not be a defect. Waiting on originator to close. CR0080 – LESOG is failing to issue Port Loop combo accurately (BST) Status: Determined to not be a defect. Waiting on originator to close. CR0082 – LEO is failing to edit for LOCQTY (BST) Status: BST requested further clarification from originator. CR0098 – Re-Calculate due date intervals (BST) Status: Determined to not be a defect. Waiting on originator to authorize closure.

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	CR0099 – Order MA'd and service order info deleted (BST) Status: Determined to not be a defect, however the decision is being made as to whether this will become a feature.
	CR0154 – Missing Completion Notices Defect (AT&T) Status: BST validated that the completion notices did not go back to AT&T because they were manually archived by a Svc. Rep. AT&T appealed BST's response. BST has re-validated that this is a training issue and will be covering their svc. Reps regarding archiving LSR's. BST will also explore a mechanized way to restrict this mechanically from happening.
	CR0194 – Missing interval guide for port/loop combos (AT&T) Status: Determined that this is a documentation defect and will be corrected in the next issue of the Interval Guide targeted for 12/00.
	CR0202 – Sup to cancel defect (AT&T) Status: Determined to not be a defect. Waiting on the originator to authorize closure.
	CR0210 – LENS generating an error on LNA=G when OTN is populated (High Impact) (Alternative Phone) Status: Reclassified to be a "TAG" defect and will be corrected in a TBD release.
	CR0212 – Response on Size Limitation Defect – AT&T Status: Workaround was communicated to AT&T. This request is tied to CR0198 which is being targeted for a yet to be determined release.
	CR0213 – LENS/LCSC discrepancies and misinformation concerning dir listings (XO) (Medium Impact) Status: Initial validation resulted as not a defect in first two parts. Part 3 is asking for more examples from CLEC to investigate published directory closing dates. CLEC to forward examples.
	CR0227 – Stop auto clarifying on REQ TYP M from Resale acct. with MAN FID – (BST) Status: Determined to be a defect and will be corrected in a future release.
	CR0233 – RORD field in LEO listed as unused (ITC/Deltacom) Status: Determined to not be a defect. Waiting on customer to authorize closure.

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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	CR0237 – Modify due date calculation module to process RECTYP M as a UNE product – (BST) Status: Determined to be a defect and will be corrected in a future release.
	CR0242 – Invalid TNs on CSR Defect (AT&T) Status: Determined to not be a system defect, however the LCSC corrected the typo and AT&T should resubmit the order. Waiting on customer to authorize closure.
	CR0249 – Conflicts with LEO IG 7T & TAG for LNP Migration orders (Telcordia) Status: Determined to not be a defect in TCIF 7. Provided alternative solution to Telcordia's current method of submitting the order. Waiting on originator to authorize closure.
	CR0252 – Conflicts with LEO BBR-LO 9 and TAG for the RS Service – SANO field (Telcordia) Status: Placed in pending clarification status due to impact and clarification from customer.
	CR0260 – Conflicts with LEO BBR-LO 9 and TAG for the NP Service – ECCKT & LEAN fields (Telcordia) Status: Determined to not be a defect. Waiting on customer to authorize closure.
	CR0261 – Conflicts with LEO BBR-LO 9 and TAG for the EU LOCNUM usage & LS/LSNP rules (Telcordia) Status: Determined to not be a defect. Waiting on customer to authorize closure.
	CR0264 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. - End User Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.
	CR0265 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. – City End User Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.

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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	CR0266 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. – Zip Code End User Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.
	CR0267 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. - SADLO Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.
	CR0268 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. – SASN Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.
	CR0269 – Conflicts with LEO BBR-LO 9 and TAG for the LS (xDSL) Svc. – SATH Field (Telcordia) Status: Determined to be a system defect and will be corrected in a future release.
	CR0270 – Conflicts with LEO BBR-LO 9 and TAG for the RS Svc. – EU State Field (Telcordia) Status: Placed in pending clarification due to impact and clarification from customer.
	CR0271 – Conflicts with LEO BBR-LO 9 and TAG for the LSR – HID field (Telcordia) Status: Placed in pending clarification due to impact and clarification from customer.
	CR0276 – LESOG Error (BST) Status: Determined to be a defect and will be targeted for a future release.
	CR0277 – Directory Listing Statement (BST) Status: Determined to not be a defect. Waiting on originator to authorize closure.
	CR0283 – Correct LENS Address Database (Verizon Avenue) Status: Determined to not be a defect. Waiting on originator to authorize closure.

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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	CR0286 – LENS Line ACT of W (AT&T) Status: Determined to not be a defect. Waiting on originator to authorize closure.
13. REPORT OF SYSTEM OUTAGES NOTE: Details of each outage are posted on the Change Control website at www.interconnection.bellsouth.com	The following Type 1 System outages / degradation have occurred since the last Status Meeting: LENS – 27 EDI – 0 TAG – 8 CSOTS – 3 EC-TA – 0
14. RELEASE MANAGEMENT STATUS	The following release management status was provided: Release 8.0.3 was implemented on 12/16/00. • CR0193 – TAG Hardware/Software Upgrade to UNIX 11.0 Platform – TAG 7.5 has been propagated into Release 7.5.0.2 (Issue 9) • OSS99 – TAG DID (REQTYP N) (TAG 7.5.0.2) • CR0226 – Reduction of Due Date Calculation (DDC) Intervals from seven to five days to support SL1 and SL2 loops (TAG Releases 2.2.0.12, 7.1.2.2 and 7.5.0.2) • CR0236 – Reduction of due date correction of DDC intervals for PIC/LPIC (Line Activity of P). (TAG 7.5.0.2) TAG – Release code, final Release Notes and updated API Reference Guide to be posted to the BellSouth Web site on 12-16-00. The DID business rules are in the current BBR-LO guide. Release 8.0.3a was implemented on 12/20/00. • CR0015 – ACT of C – Change Basic Class of Service in LENS • CR0014 – Change LENS Screen to read “Number of Features to Add / Change / Delete” vs. “Number of Features to Add”

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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	Release 9.0 was implemented on 01/06/01 (LNP Release 6.0 - Number Pooling 01/07/01): • CR0169 – Number Pooling Mandate – Florida Only • CR0030 – UNE to UNE Migrations • CR0183 – TAG to display the “TTRA” in the IDENT section for Number Pooling • CR0193 – TAG Hardware/Software Upgrade to UNIX 11.0 Platform – TAG 2.3 (TCIF 7) • CR0223 – LENS ACT of V Defect • CR0240 – LENS Line Class of Service Defect • CR0250 – Delete USOC TBOBP Not Resellable • CR0251 – System populates invalid multi-feature discount USOCs User Requirements reviewed with CLEC community on 11-13-00. Carrier Notification Letter SN91082086 posted 12-7-00.
	Release 9.0a was implemented on 01/14/01: • CR0169 – Number Pooling Mandate – All other states
	Release 9.0.1/LNP Release 6.0.3 was implemented on 1/27/01: • CR0279 – Additional pre-order loop makeup service inquiry functionality for LENS and TAG version 7.5.0.10 users. • CR0247 – Reduce due date interval from 5 to 4 days for SL1, including TAG users of versions 2.3.0.1 and 7.5.0.11 (this is a flow-through item).

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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	Release 10.0 is targeted for 6/30/01. The scope for Release 10.0 will be presented February 28. The prioritization ranking from both the 6/28/00 and 9/27/00 meetings are being considered. Targeted features include: • CR0002 – Pre-Order/Order Business Rule Discrepancies • TAG0812990001 – Provide CFA via Pre-Order • EDI0812990005 – Handling of Remaining Service • EDI0812990004 – Change Main Account Number • EDI0812990007 – Use of LEAN/LEATN Fields • CR0016 – SI Enhancement for SL1, SL2, DS0, DS1 and ISDN • CR0029 – Partial Migration of UNE Loops • CR0038 – TOS Field on ReqTyp J • CR0040 – Order Tracking Request • CR0003 – RPON Electronic Reject & Flow Through • EDI1215990001/CR0133 – TN vs RSAG Validation / Migration of UNE-P Notifications • CR0078 – Extended Loops (EELS)
14. UPCOMING MEETINGS	• February CCP Process Improvement Meeting. Meeting details to be provided week of 2/5/01. • Release 10.0 Package Meeting – February 28, 2001 • February 28, 2001 Monthly Status Meeting

January 31, 2001

Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
15. CHANGE CONTROL PROCESS	BellSouth presented the CCP Improvement Ballot results to those CLECs that were in attendance. Discussion was held concerning the “work effort” that was required to present these changes in the “ballot” format. BellSouth reported that nine (9) CLECs participated in the voting process. This represented less than 10% of total CLEC participation in CCP. BellSouth will update the CCP “marked up” document by producing two documents: One will be posted on the web as a “new version” and one will remain in “color” as a working document for the CLECs and BellSouth to use as a “working” document. BellSouth also presented a suggested change for sending out Change Request emails to the CLEC distribution. BellSouth recommended that one email would be sent every day with a summary of all change request activity for that day, advising the CLEC to look at the web for the actual change request information. This summary would be sent out everyday at 4:00 PM EST. BellSouth would continue to send a copy of the original change request to the originator for any new and /or defects.
16. NEW ACTION ITEMS	ACTION ITEM (BellSouth) BellSouth to provide the Telecom Act language that BST interpreted as prohibiting CLEC’s from viewing another CLEC’s CSRs. DD. 02-08-01.
	ACTION ITEM (BellSouth) BellSouth to review ITC / Deltacom’s suggestion of changing the current Interconnection agreements to allow LOA’s for viewing other CLEC’s CSRs.
	ACTION ITEM (BellSouth) BellSouth to determine if there is currently a limitation in EDI as well as TAG regarding CR0176.
	ACTION ITEM (BellSouth)(CLOSED) CR0229 – Will this also include conversions of existing BellSouth or resale accounts. Status: This will be for N & T orders only. LENS will return the LOC standard in order for it to be re-formatted.
	ACTION ITEM (BellSouth) – CR0229 – How will this functionality work with TAG?
	ACTION ITEM (BellSouth) BellSouth to share with the CLECs the schedule for the implementation of LSOG5 / TCIF xx.
	ACTION ITEM (BellSouth) BellSouth to provide a proposal to the CLECs to move the smaller work items that have been prioritized, into “dot” releases.
	ACTION ITEM (CLECs) The CLECs will determine those requests that should be removed from the total list of non-scheduled requests after the sizing is provided at the quarterly meetings.



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Change Review & Monthly Status Meeting

MEETING MINUTES

Agenda Items	Discussion
	ACTION ITEM (CLECs) The CLECs will provide comments to the "updated" 411 drops form to BellSouth through CCP by 02-07-01.

Transmittal Cover Sheet for Pate Exhibit RMP-23

This sheet transmits the

BellSouth Change Control Process Guide, Version 2.1

which consists of 68 pages.



CHANGE CONTROL PROCESS

CCP2_1.DOC

VERSION 2.1

FEBRUARY 1, 2001

Issued: 2/1/01

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

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Issued: 02/01/01

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community

			- Web Site address for Change Control Process - Notification regarding the Retirement and Introduction of new interfaces - New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1	- Updated CCP web site address

		Section 8	- Updated Escalation Contacts for Types 2-6
		Section 11	- Added definitions for Account Team and Electronic Communications Support (ECS)
1.6	7/20/00	Section 1	- Added “testing” under process changes
		Section 2	- Clarification provided in “Change Review Participants” description.
		Section 4	- Added statement regarding submittal of Change Requests
		Part 2	- Clarification provided for documentation changes for business rules
			- Step 2-Added email notification
			- Step 3-Removed “Cancellation by BellSouth”
			- Step 3-Clarification on reject reasons
		Section 5	- Step 3-Clarification on internal validation activities
			- Step 4-Changed cycle time from 5 to 4 bus days for develop workaround
			- Added defect implementation range
		Section 6	- Changed prioritization from “by interface” to “by category”
			- Changed timeframe for receiving a Change Request prior to a Change Review Meeting from 33 to 30 business days
			- Modified the prioritization voting rules
		Section 7	- Updates to the Introduction and Retirement of Interfaces
		Section 8	- Added Type 6 escalation turnaround time
			- Changed 3 rd Level Escalation contacts for Types 2-6
		Section 11	- Removed “Cancellation by BellSouth” and

		Appendix A	- “Defect Cancelled” definitions - Removed “Cancellation by BellSouth” from Change Request Form and Checklist
		Appendix C	- Added Letter of Intent Form
		Appendix D	- Changes to the following forms: Preliminary Priority List, CCP User Registration Form. Added the following forms: Defect Notification Sample, CR Log Legend.
		All	- Added BellSouth Versioning Policy Word changes to provide clarification throughout the document.
2.0	08/23/00	Cover	- Removed “Interim” from cover.
		Section 3	- Updated Type 6 definition to incorporate new defect and expedited feature definitions.
		Section 5	- Replaced Section 5, Defect Notification Process with a “Draft” Defect/Expedite Notification Process. - Reduced the implementation interval for validated defects (High Impact) from 4 - 30 business days to 4 - 25 business days, best effort.
		Section 10	- Added Internet Web sites for EDI and TAG Testing Guidelines
		Section 11-Terms & Definitions	- Updated definition for Defect. Added definitions for Expedited Feature, High, Medium and Low Impacts.
		Appendix A	- Modified Change Request Forms (RF1870 and RF1872) to include email address for Change Control. Also added High, Medium and Low Assessment of Impact Levels.
		All	- Referenced the handling of expedites and expedite notification where appropriate.
2.1	02/01/01	Section 1 – Introduction	- Added new language to the 8th bulleted item – “including User Guides that support OSS

			systems currently within the scope of CCP.
		Section 3 – Introduction	- Added two new bulleted items dealing with the coordination of test agreements, and questions regarding existing documentation. - Added “language” for Types 2, 3, 4 & 5 – “Type xx changes may be managed using the Expedited Feature Process as discussed in Section 4, Part 3.” - Type 6 – CLEC Impacting Defects – Added new defect definition.
		Section 4 – Part 1 Type 1 Detail Process Flow	- Added #4 to the Activities – Step 1 - Added additional sentence to Activity #1 – Step 2
		Section 4 – Part 2 – Types 2-5 Process Flow	- Added Activity #5 – Step 4
		Section 4 – Part 3 – Expedited Feature Process	- Added new Expedited Feature Process definition and flow
		Section 5 – Part 3 – Defect Process	- New Defect title page and definition. - Table 5-1 – Step 1 – Activity - #4 – Attach related requirements and specifications documents. These attachments must include the following, if appropriate. - Table 5-1 – Step 2 – Cycle Time – Replaced old cycle times with: 4 hrs for High Impact, 1 Bus Day for Medium and Low Impact.

		Part 1 – Change Review-Prioritization – Release Package Development and Approval	- Table 5-1 – Step 3 – Cycle Time – Replaced old cycle times with: 2 Bus Day for High Impact, and 3 Bus Days for Medium and Low Impact - Table 5-1 – Step 3 – Outputs – Added new bullet – “Status provided for High Impact Defects to originator via email with 24 hours” - Table 5-1 – Step 4 – Activity – Added language to Activity #3 - ...and to the CLEC community via email and web posting. - Table 5-1 – Step 4 – Cycle Time – Replaced old cycle times with: 2 Bus Days for High Impact and 4 Bus Days for Medium and Low Impact. - Table 5-1 – Step 5 – Activity – Added language to #1 - ...to the CLECs and BellSouth. Added language to Activity #2 - ...defect is implemented. - Table 5-1 – Step 5 – Cycle Time – Replaced old cycle times to reflect: Validated High Impact Defects will be implemented within a 4-25 business day range, best effort. Medium Impact will be implemented within 90 bus day, best effort. Low Impact will be implemented best effort. - Part 1 – Change Review Meeting – 4th paragraph NOTE: Added language to address meetings would occur in March, June,

			September and December
		Section 7 – Introduction and Retirement of Interfaces	- Part 2 – Change Review Meeting – 4th bullet – Added new bullet - ...BellSouth's estimate of the size and scope of each Change Request. - Part 4 – Developing and Approving Release Packages – 1st bulleted item: New language - Retirement of Interfaces – 1st paragraph sentence: New language - Retirement of Versions – New Language - Retirement of Versions – Appeal Lanaguage
		Section 8 – Escalation Process	- New Language for Type 6 High Impact Issues and Medium and Low Impact issues. - Types 2-6 Changes – 1st paragraph – new language. - Types 2-6 Changes – Contact List for High, Medium and Low Impact escalations.
		Section 8 – Dispute Resolution Process	- New definition language

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance, including User Guides that support OSS systems currently within the scope of CCP.

- Defects/Expedites

The scope of the Change Control Process **does not** include the following which are handled through existing BellSouth processes:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- Coordination of test agreements will continue to be supported by the Account Team
- Questions regarding existing documentation should be handled by the Account Team. However, if documentation needs to be changed for clarification purposes, a defect change request should be submitted through Change Control

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

<http://www.interconnection.bellsouth.com/>

Select “Local Exchange Carriers”

Select “Change Control Process”

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request. Type 2 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request. Type 3 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by

third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). Type 4 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). Type 5 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part 3.

Type 6- CLEC Impacting Defects

A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect.

These problems typically affect the CLEC's ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature.

Type 6 validated defects may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3.

The CLEC and/or BellSouth may initiate these types of changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

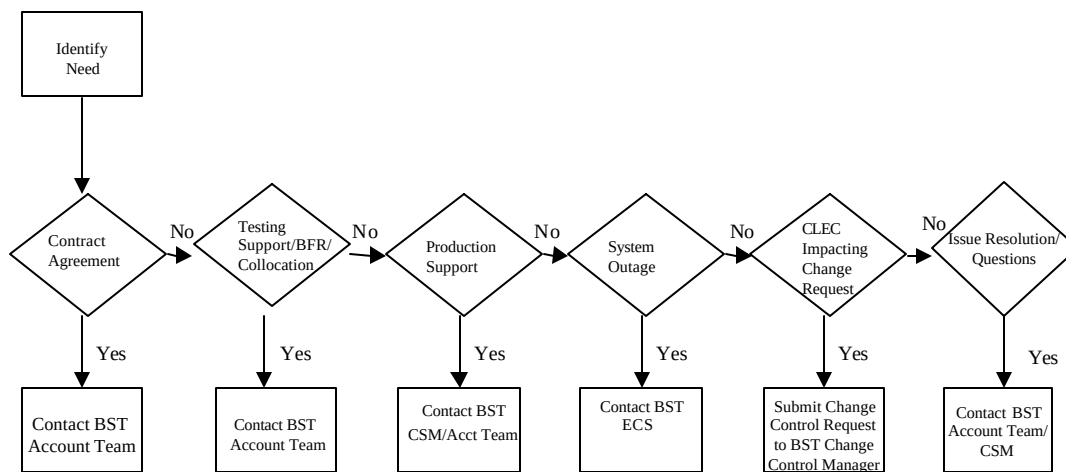


Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:

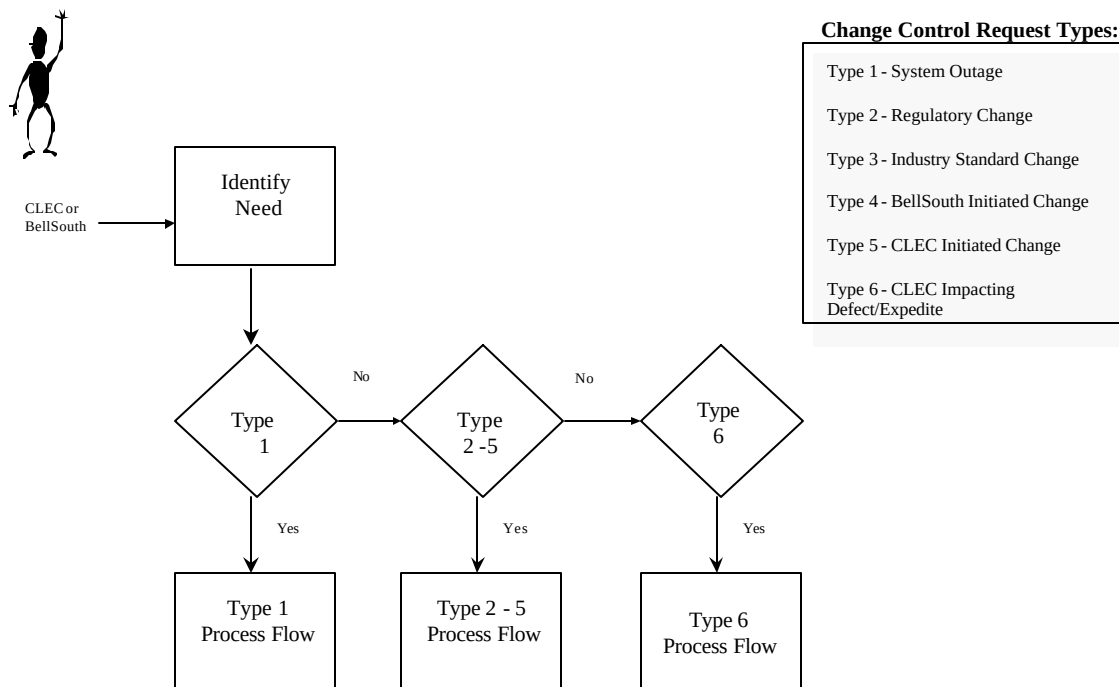


Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

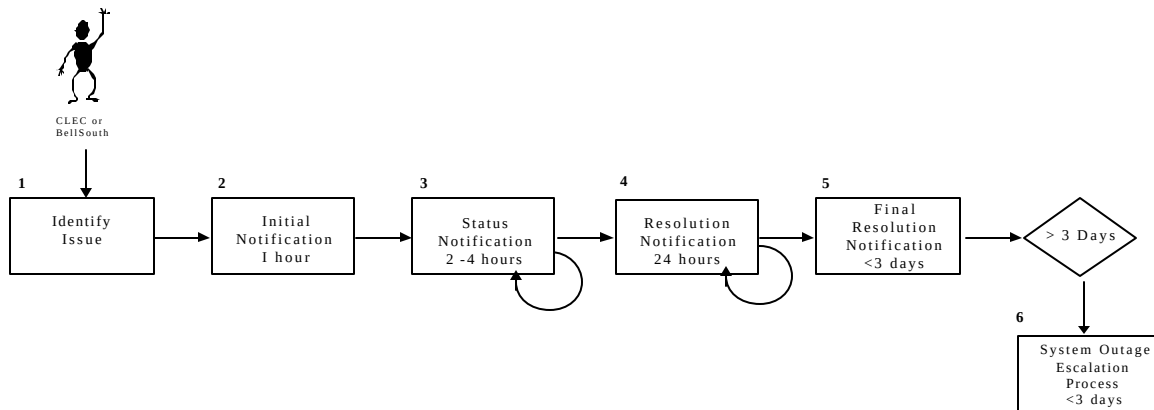


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	<u>IDENTIFY ISSUE:</u> - Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). - Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. - ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. - ECS will provide the CLEC with a trouble ticket number, if requested, to record and track the outage.	<u>INPUTS:</u> - Issue Characteristics - Call to ECS Helpdesk <u>OUTPUTS:</u> - Recorded Outage	N/A
2	ECS	<u>INITIAL NOTIFICATION:</u> - ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. The system ticket number of the outage will be included in the web posting and the email notification. - The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis.	<u>INPUTS:</u> - Recorded Outage <u>OUTPUTS:</u> - Industry Notification posted on Web - E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		3. ECS will continue to work towards the resolution of the problem 4. If outage is resolved, this notice is the first and final notification. The process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		web.
3	ECS	<u>STATUS NOTIFICATION: (ITERATIVE)</u> 1. If the outage is not resolved, ECS will continue to work towards the resolution on the problem. 2. ECS may communicate with the industry / affected parties. The following information may be discussed: • Clarification of outage • Current status of resolution • Agreement of resolution 3. If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. 4. Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	<u>INPUTS:</u> • Industry Notification posted on Web <u>OUTPUTS:</u> • Status Notification posted on Web • Resolution information	2-4 hour intervals
4	ECS CCCM	<u>RESOLUTION NOTIFICATION: (ITERATIVE)</u> 1. The resolution notification is posted to the Web. 2. If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. 3. If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. 4. When the final resolution has been created, proceed to Step 5 "Final	<u>INPUTS:</u> • Status Notification posted on Web • Resolution information <u>OUTPUTS:</u> • Resolution Information posted on Web • Final Resolution Information	24 hours after reporting outage

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		Resolution Notification".		
5	ECS	<u>FINAL RESOLUTION NOTIFICATION:</u> 1. The final resolution notification is posted on the Web.	<u>INPUTS:</u> - Final Resolution Information <u>OUTPUTS:</u> - Final Resolution Notification	< 3 days
6	CCCM ECS	<u>ESCALATION</u> 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 8.	<u>INPUTS:</u> - Information or concern relating to a Type 1 - Systems Outage <u>OUTPUTS:</u> - Documented Escalation - Escalation Response	> 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

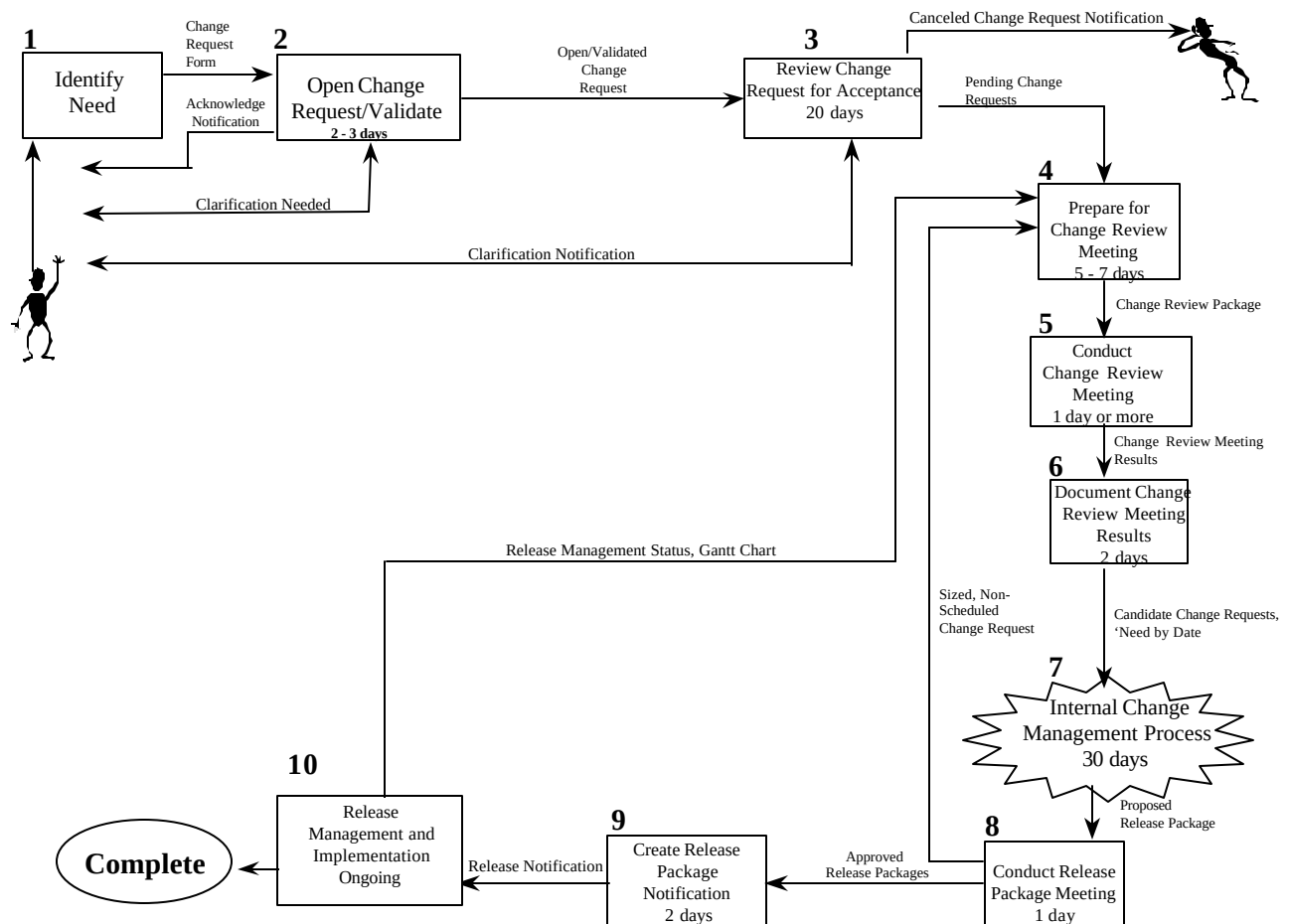


Figure 4-3. Change Control Process Flow

Based on the process flow outlined above:

- Software Release Notifications will be provided 30 days or more in advance of the implementation date.
- Documentation changes for business rules will be provided 30 days or more in advance of implementation date.
- CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> • Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to	<u>INPUTS:</u> • Completed Change Request Form with related documentation • Change Request Form Checklist	2-3 Bus Days Clarification times would be in addition to

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		originator. - Establish request status ('N' for New Request) - Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	- Change Request Clarification Response <u>OUTPUTS:</u> - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification via e-mail and web posting	cycle time.
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> - Review Change Request and related information for content. - Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. - Determine status of request: - If change already exists or training issue forward Cancellation Notification (Attachment A-3) to CCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is accepted, update Change Request status to "P" for Pending in Change Request Log.	<u>INPUTS:</u> - New Change Request - Validated Change Request - Clarification Notification (if required) <u>OUTPUTS:</u> - Pending Change Request - Clarification Notification (if required) - Cancellation Notification (if required) - CR status updated on web	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. BST may reject the change request based on the following reasons: cost, industry direction or technically not feasible to implement and will provide notification to the originating party. Prior to rejecting a request, all options for accommodating the request will be exhausted. The rejection reason will be shared with the CLECs for input. NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.		
4	BCCM CCCM	<u>PREPARE FOR CHANGE REVIEW MEETING</u> NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. <u>BCCM</u> 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. 5. Provide size and scope information on each pending change request to CLECs. <u>CCCM</u> 1. Analyze Pending Change Requests. 2. Determine priorities for change	<u>INPUTS:</u> • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log <u>OUTPUTS:</u> • Change Request Log • CLEC Draft Priority List • Size and scope on each Pending change request	5-7 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		requests and establish “Desired/Want” dates. 3. Create draft Priority List to prepare for Change Review meeting.		
5	BCCM CCCM	<u>CONDUCT CHANGE REVIEW MEETING</u> <u>Monthly Status Meetings</u> 1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. <u>Prioritization Meetings (held as needed based on published release schedule)</u> 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests. 5. Develop final Candidate Requests list of Pending Change Requests by category, ‘Need by Dates’ and prioritized Change Requests. 6. Update Change Request Log to ‘CRC’ for Change Review Complete, ‘RC’ for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.	<u>INPUTS:</u> • Change Request Log • CLEC Draft Priority List • Desired/Want Dates • Impact analysis <u>OUTPUTS:</u> • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	1 Bus Day (or as needed based on volume) Meeting Day
6	BCCM	<u>DOCUMENT CHANGE REVIEW MEETING RESULTS</u> 1. Prepare and distribute outputs from Step 5.	<u>INPUTS:</u> • Change Request Log • Final Candidate Request List <u>OUTPUTS:</u> • Updated Change Request Log • Web posting of meeting output	2 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
7	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> 1. Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities only to the Candidate Change Requests that meet the criteria established by the Internal Change Management Process. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities.	<u>INPUTS:</u> - Candidate Change Request List with agreed upon 'Need by Dates' - Change Request Log <u>OUTPUTS:</u> - BellSouth's Proposed Release Package	30 Bus Days
8	BCCM CCCM	<u>CONDUCT RELEASE PACKAGE MEETING</u> 1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. Non-scheduled Change Requests returned to Step 4 as Input for the "Prepare for Change Review Meeting" process. 5. Based on BST/CLEC consensus create Approved Release Package. 6. Identify Release Management Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting. 8. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled".	<u>INPUTS:</u> - BellSouth's Proposed Release Package - BellSouth's Release Schedule - Change Request Log <u>OUTPUTS:</u> - Approved Release Package - Updated Change Request Log - Meeting Minutes - Scheduled Change Requests - Non-Scheduled Change Requests (Return to Step 4) - Date for initial Release Management Project Meeting	1 Bus Day
9	BCCM	<u>CREATE RELEASE PACKAGE NOTIFICATION</u> 1. Develop and distribute Release Notification Package via web.	<u>INPUTS:</u> - Approved Release Package <u>OUTPUTS:</u> - Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status	Ongoing

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
	company)	Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. 4. Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.	• Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Implemented Change Request	

PART 3 – EXPEDITED FEATURE PROCESS

An Expedited Feature is the inability for a CLEC to process certain types of LSR's based on the existing functionality to BellSouth's Operational Support Systems (OSS's) that are in the scope of CCP. The change request for an expedite must provide details of the business impact and will fall into one of two categories:

- A defect that has been re-classified as a feature where the CLEC has determined should be expedited due to impact
- An enhancement to an existing product or service where the CLEC has determined should be expedited due to impact

Re-classified Defects

When a defect is re-classified as a feature, the CLEC/BellSouth will be notified by Change Control in the standard defect validation. The CLEC will have the ability to ask BellSouth to expedite the reclassified standard feature by updating the Change request, marking it as an expedite and sending back to Change Control. The change request will then follow through the Types 2-5 process using agreed upon intervals.

Enhancement to an existing product or service

A CLEC/BellSouth will also have the ability to submit a Type 2-5 change request as an expedited feature request for an enhancement to an existing product or service where the functionality does not currently exist in BellSouth's offered products and services.

For both re-classified defects and enhancements to an existing product or service, the rules surrounding the expedited feature request will be:

- Must be an enhancement to an existing product or service
- Will follow the Expedited Feature Process flow described below which is based on the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 which are eliminated.
- The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.

Figure 4.4 provides the process flow for the expedited feature process.

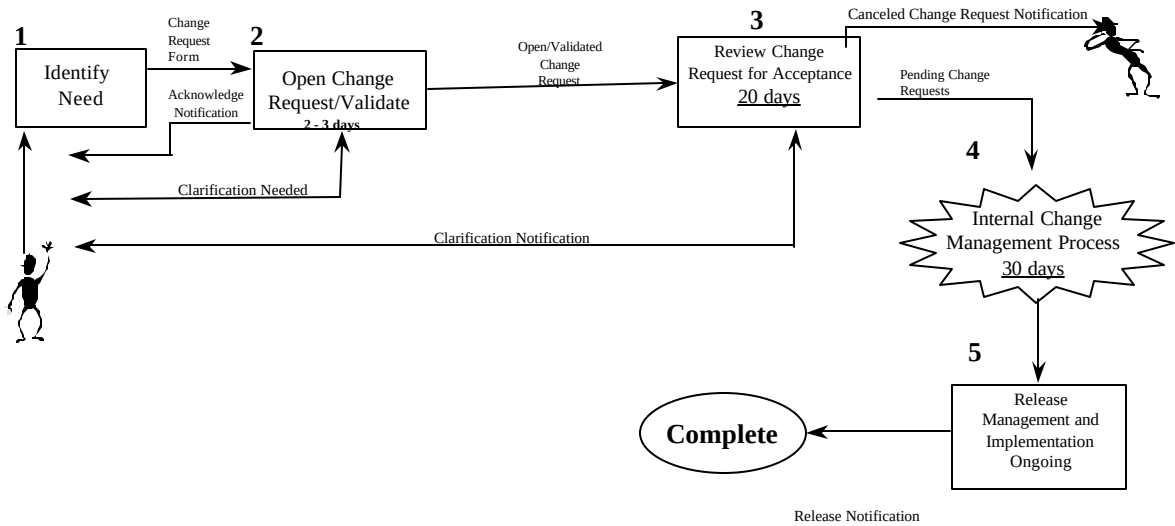


Figure 4.4 – Process Flow for Types 2-5 Expedited Feature Process

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Expedited Feature process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Expedited Feature Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. - Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. - Attach related requirements and Attachment A-1A, Item 22. - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	<u>INPUTS:</u> - Change Request Form (Attachment A-1) - Change Request Form Checklist (Attachment A-1A) <u>OUTPUTS:</u> - Completed Change Request Form with related documentation	N/A
2	BCCM	<u>OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS</u> - Log Request in Change Request Log. - Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. - Establish request status ('N' for New Request) - Review change request for mandatory fields using the Change Request Form Checklist. - Verify Change Request specifications and related information exists. - Send Clarification Notification via email to the originator (Attachment A-4) if needed. - Update Change Request Status to "PC" for Pending Clarification if clarification is needed. <u>CLEC or BellSouth Originator</u> If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	<u>INPUTS:</u> - Completed Change Request Form with related documentation - Change Request Form Checklist - Change Request Clarification Response <u>OUTPUTS:</u> - New Change Request - Acknowledgment Notification - Validated Change Request - Clarification Notification - Industry Notification via e-mail and web posting	1 Bus Day Clarification times would be in addition to cycle time.
3	BCCM	<u>REVIEW CHANGE REQUEST FOR ACCEPTANCE</u> Review Change Request and related information for content.	<u>INPUTS:</u> - New Change Request - Validated Change Request - Clarification Notification (if required)	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		2. Change Request reviewed for impacted area (i.e., system, manual process, documentation) and adverse impacts. 3. Determine status of request: • If change already exists or CLEC training issue, forward Cancellation Notification (Attachment A-3) to CCCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is accepted, update Change Request status to "P" for Pending in Change Request Log. • If request does not meet the expedited feature criteria, it will exit this process and enter the standard Types 2-5 flow, Step 4. NOTE: See Section 11.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. If BellSouth determines that a CLEC initiated expedited change request should not be accepted because of cost, industry direction or because it is considered not technically feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. BellSouth shall consider all possible options for accommodating the request. NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two-week advance notice to participate in upcoming Monthly Status Meeting.	OUTPUTS: • Validated Expedited Change Request • Clarification Notification (if required) • Cancellation Notification (if required) • CR status updated on web	

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
4	BCCM CCCM	<u>INTERNAL CHANGE MANAGEMENT PROCESS</u> Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities to the Expedited Feature Change Request. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities.	<u>INPUTS:</u> - Change Request Log <u>OUTPUTS:</u> - Release Date for Expedited Feature	30 days
5	BCCM (Project Managers from each participating company)	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> - Provide Project Management and Implementation of Release (See Release Management @ Appendix B). - Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. - BellSouth User Requirements for software changes will be presented to CLECs, if applicable. If needed, changes will be incorporated and requirements re-baselined. - BellSouth Documentation changes, including business rules changes will be provided. - Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.	<u>INPUTS:</u> - Approved Release Package Notification <u>OUTPUTS:</u> - Project Release Status - Implementation Date - Documentation Changes	Ongoing

5.0 DEFECT PROCESS

A CLEC/BST identified defect will enter this process through the Change Management Team as a Type 6 Change Request. If the defect/expedite is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

A Type 6 defect request is any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs.

In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect.

These problems typically affect the CLEC's ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature Process discussed in Section 4, Part 3.

Defect Change Requests will have three (3) Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

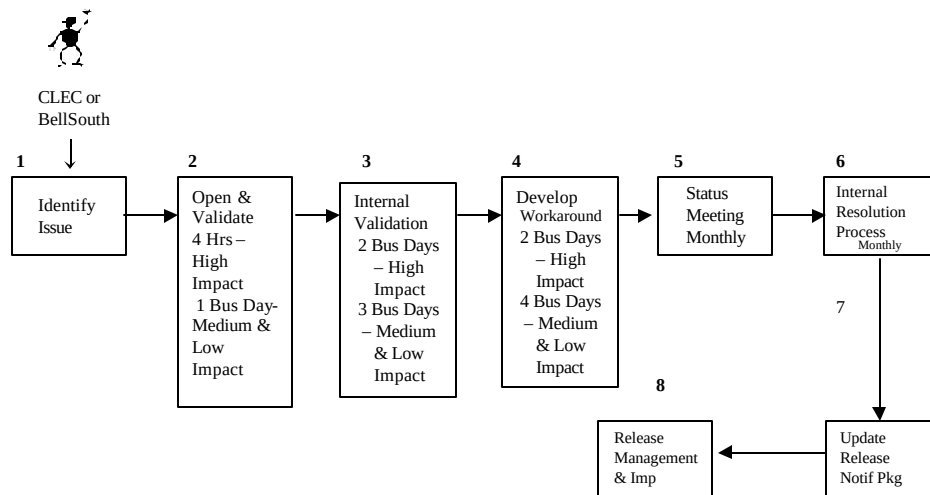
- **Medium Impact**

The failure causes impairment of critical system functions, though a workaround solution does exist.

- **Low Impact**

The failure causes inconvenience or annoyance.

Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/Expedite.



NOTE: The intervals in the boxes above match the intervals in the tables below for High, Medium, and Low Impact defect change requests.

Figure 5-1. Type 6 Process Flow

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects, provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	<u>IDENTIFY NEED</u> - Identify Defect. - Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. - Include description of business need and details of business impact. - Attach related requirements and specification documents. These attachments must include the following, if appropriate: - PON - OCN - Specific Scenario - Interface(s) affected - Error message (if applicable) - Release or API version (if applicable) - Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	<u>INPUTS:</u> - Type 6 Change Request <u>OUTPUTS:</u> - Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	<u>OPEN & VALIDATE DEFECT FORM FOR COMPLETENESS</u> - Log Defect/Expedite in Change Request Log. - Send Acknowledgment Notification via email to initiating CLEC. - Establish CR status ('N' for New Defect/Expedite).	<u>INPUTS:</u> - Completed Change Request Form (with related documentation if necessary) <u>OUTPUTS:</u> - New Defect - Acknowledgment Notification	4 Hours – High Impact 1 Bus Day – Medium & Low Impact (Time to be calculated)

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		4. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. 5. Verify specifications and related information exists. 6. Send Clarification Notification via email to the originator if needed. 7. Update CR Status to 'PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.	Clarification Notification (if required)	from time of receipt with a cutoff time of 4:00 PM Eastern Time)
3	BCCM	INTERNAL VALIDATION - Validate that it is a defect. - Perform internal defect analysis. <u>Determine status of request:</u> - If change already exists or training issue forward Cancellation Notification to CCCM or BCCM and update status to 'C' for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team. - Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. - If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. - If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. - If the process is operating as specified in the baselined requirements and published business rules, the BCCM will communicate the results via e-mail to the originator to discuss/determine the next step(s). - If issue is re-classified as a standard	INPUTS: - New Defect/Expedite OUTPUTS: - Validated Defect - Defect notification to CLEC community via e-mail and web posting - Clarification Notification (if required) - Cancellation Notification (if required) - Status provided for High Impact Defects to originator via email within 24 hours.	2 Bus Days – High Impact 3 Bus Days – Medium & Low Impact

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect process flow and enter Types 2-5 process flow (enter at Step 3). NOTE: See Section 9.0 Terms and Definitions – Defect Status for valid status codes and descriptions. Defect notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	<u>DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE)</u> 1. Defect workaround identified. 2. Change Request status changed to “W” for workaround identified. 3. Workaround is communicated via e-mail to originating CLEC and to the CLEC community via email and web posting. 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	<u>INPUTS:</u> - Validated Defect - Clarification Notification (if required) <u>OUTPUTS:</u> - Workaround (if applicable) - Clarification Notification (if required) - Cancellation Notification (if required) - E-mail and web posting of workaround	2 Bus Days – High Impact 4 Bus Days – Medium & Low Impact
5	BCCM	<u>INTERNAL RESOLUTION PROCESS</u> 1. Schedule and evaluate Defects based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status changes until the defect is implemented.	<u>INPUTS:</u> - CLEC/ BST input <u>OUTPUTS:</u> - Defect/Expedites Release Schedule	Validated High Impact Defects will be implemented within a 4-25 business day range, best effort. Medium

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
				Impact Defects will be implemented within 90 bus days, best effort. Low Impact Defects will be implemented best effort.
6	BCCM	<u>UPDATE RELEASE PACKAGE NOTIFICATION</u> 1. Update and distribute release notification package via web. 2. All Change Requests that are in the approved scheduled release will be changed to “S” status for “Scheduled”. Note: The release notification will be published in a timely manner, based on the release constraints associated with the defect.	<u>INPUTS:</u> • Defect Feature Information <u>OUTPUTS:</u> • Updated Release Package Notification • Scheduled Change Request	Based on release constraints for defects (may be less than 30 days).
7	BCCM	<u>MONTHLY STATUS MEETING</u> 1. Provide status of Defect. 2. Solicit CLEC/ BST input. 3. Update Defect information as needed.	<u>INPUTS:</u> • Defects Received • Change Request Log • Defect Analysis • Workaround (if applicable) <u>OUTPUTS:</u> • Updated status • Updated Change Request Log • Meeting minutes	Monthly or when status changes, whichever occurs first.
8	BCCM	<u>RELEASE MANAGEMENT AND IMPLEMENTATION</u> The following release management activities	<u>INPUTS:</u> • Approved Release Package Notification	Ongoing

Step	Accountability	<u>Sub-processes</u> Activities	Inputs and Outputs	Cycle Time
		will pertain to Type 6 changes: 1. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. 2. Once a defect is implemented in a release, the status will be changed to "I" for Change Implemented.	<u>OUTPUTS:</u> • Project Release Status • Implementation Date • Implemented Change Request	

6.0 CHANGE REVIEW

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to occur in March, June, September and December and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)
- BellSouth's estimate of the size and scope of each Change Request
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)

-
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish “desired/want” dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category
- Manual processes and documentation will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30 – 45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and obtain input from the CLEC community. BellSouth will provide specifications on the interface being developed to the CLEC Community. As new interfaces are deployed, they will be added to the scope of this document as appropriate, based on the use by the CLEC community and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

Retirement of Versions

When software versions are retired, BellSouth will give the CLECs a 120 day notification.

A CLEC may respond to Change Control with its desire to extend a retirement date. The CLEC must explain why the scheduled retirement date is not acceptable by providing the impact to its business.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.
- For Type 6 High Impact Issues, the escalation process is agreed to allow BellSouth a two (2) day turnaround to provide a status for each cycle of escalation.
- For Type 6 Medium and Low Impact issues, the escalation process is agreed to allow BellSouth a five (5) day turnaround to provide a status for each cycle of escalation. For Types 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three (3) day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
 - Definition and escalation of item.
 - History of item.
 - Reason for escalation.
 - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day

of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Types 2-5 Changes: Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6, High Impact Changes: Within two (2) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6 Medium and Low Impact Changes: Within five (5) business days of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues) Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7878 404-927-7828	Linda.Tate3@bridge.bellsouth.com Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal Senior Director (for Systems Issues) Dee Freeman-Butler	404-927-7505 404-927-3545	Doug.Mcdougal@bridge.bellsouth.com Dee.Freeman2@bridge.bellsouth.com

	Senior Director (for Business Rules/Operations Issues)		

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, including (1) escalation within each company to the person with ultimate authority for Change Control operations, and (2) the services of a joint investigative team, when appropriate, comprised of representatives from BellSouth and the affected CLECs. Resolution of the dispute shall be accomplished as set forth below:

- Either BellSouth or any CLEC affected by the dispute may request mediation through the State Public Service Commission, if available. If mediation is requested, parties shall participate in good faith. If the mediation results in the resolution of the dispute, that resolution shall apply to all CLECs affected by the dispute.
- Without necessity for prior mediation, either BellSouth or any CLEC affected by the dispute may file a formal complaint with the appropriate state regulatory agency, requesting resolution of the issue.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name “Ccp.doc” (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings. All changes will be submitted as a change request and reviewed.

10.0 TESTING ENVIRONMENT

BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after “major releases”. CLECs are selected on a “first come, first served basis”.

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html

Select “Customer Guides”

Select “Local Exchange Ordering Guides”

Select “BellSouth EDI Specifications – TCIF 9”

Select “Section 7 – EDI Testing Guidelines for CLECS”

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select “OSS Information Center”

Select “TAG Documentation”

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations	- BonaFide Requests (BFR)
- Enhanced Billing Options Negotiations	- Production Support
- Customer Education	- Collocation
- Technical Assistance	- Testing Support
- General Problem Resolution	- Project/Order Coordination
- Tariff Interpretation	- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
 - ◊ Dependencies relative to other data elements
 - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as

-
- the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.
- **Type 2-5 – Expedited Feature Change.** Any Type 2-5 change that either BellSouth or a CLEC submits for expeditious handling in order to achieve a more rapid implementation.
 - **Type 3 – Industry Standard Change.** Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
 - **Type 4 – BellSouth Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
 - **Type 5 – CLEC Initiated Change.** Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
 - **Type 6 – CLEC Impacting Defect.** Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, additional training may be required.
- **CRC = Change Review Complete.** Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).
- **D = Request Purge.** Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).

- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change that corrects problems discovered in production versions of an application interface. These problems are where the interface is not working in accordance to the BellSouth baseline business requirements or the business rules that BellSouth has published or otherwise provided to the CLECs. In addition, if functional requirements agreed upon by BellSouth and the CLECs, results in inoperable functionality, even though software business requirements and business rules match; this will be addressed as a defect. These problems typically affect the CLEC's ability to exchange transactions with BellSouth and may include documentation that is in error, has missing information or is unclear in nature. Type 6 validated defects may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3.

Defect Status. The status of a CLEC Impacting Defect Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
 - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
 - **CD = Duplicate Request.** A request for this change already exists.
 - **CT = Training.** Requested change already exists, or CLEC training issue.
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).

-
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of LSR's based on the existing functionality to BellSouth's operations support systems (OSS's) that are in the scope of Change Control. The change request for an expedite must provide details of the business impact and will fall into one of two categories: 1) a defect that has been re-classified as a feature where the CLEC/BellSouth has determined should be expedited due to impact and 2) an enhancement to an existing product or service where the CLEC/BellSouth has determined should be expedited due to impact. For both re-classified defects and enhancements to an existing product or service, the rules surrounding the expedited feature request will be:

- Must be an enhancement to an existing product or service
- Will follow the Expedited Feature process flow described below which is based on the current Types 2-5 process flow using agreed upon intervals with the exception of Steps 4-6 that are eliminated.
- The CLEC/BellSouth will be required to give impacts and the consequences for not implementing the feature in the current, next, or point release, best effort.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.

Transmittal Cover Sheet for Pate Exhibit RMP-24

This sheet transmits the
Type-1 System Outages posted on the CCP website
which consists of 1 page.

Type 1 System Outage - BellSouth Interconnection Services - - Netscape

File Edit View Go Communicator Help

Bookmarks Netsite: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/ccp_so.html What's Related

BellSouth

Interconnection

services

Products & Services

Network Information

Carrier Notifications

News & Events

Year 2000

Markets

Training

BELLSOUTH®

Search

HOME

ABOUT US

RESOURCES

FORMS

CUSTOMER SUPPORT

HELP

Markets

Type 1 System Outages

LENS - LOCAL EXCHANGE NAVIGATION SYSTEM

EDI - ELECTRONIC DATA INTERCHANGE

TAG - TELECOMMUNICATIONS ACCESS GATEWAY

TAFI - TROUBLE ADMINISTRATION FACILITATION INTERFACE

EC-TA - ELECTRONIC COMMUNICATIONS TROUBLE ADMINISTRATION LOCAL

CSOTS - CLEC SERVICE ORDER TRACKING SYSTEM

home

about us

resources

forms

customer support

help

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Menu Bar

Start Microsoft Word - Do... Type 1 System O... Microsoft Office Shor...

9:52 AM

Transmittal Cover Sheet for Pate Exhibit RMP-25

This sheet transmits the

Excerpt of AT&T Witness Jay M. Bradbury Testimony
(Florida PSC Docket No. 000731-TP)

which consists of 1 page.

g) an eight step cycle, repeated monthly;

Q. WHAT CHANGES DOES AT&T REQUEST REGARDING THE CHANGE CONTROL CYCLE?

A. AT&T will concur with the number and sequence of steps contained in BellSouth's proposed Version 2 for Type 2 – 5 Change Requests, but continues its request for reduced cycle times in order to met its business needs. BellSouth's associated proposed language and AT&T's proposed modifications may be found on the following pages in Exhibit JMB-10:

<u>Page</u>	<u>Nature of AT&T Proposed Change</u>
21 and 23	reduction in Step 3 interval from 20 to 10 business days
21 and 26	reduction in Step 7 interval from 30 to 25 business days

Transmittal Cover Sheet for Pate Exhibit RMP-26

This sheet transmits the

January 17 & 18, 2001 CLEC Test Environment Meeting Minutes

which consists of 7 pages.



January 17, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CLEC Test Environment-User Requirements	Cheryl Storey – Change Control Team	1-18-01
CR#EDI030300_001)		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Tammy Burkhart	First Choice Comm	Tanya Hill	e.spire
Valerie Cottingham	BST – CCP	Shamone Stapler	ITC Deltacom
Cheryl Storey	BST - CCP	Bill Wahl	KPMG
Shirley Roberts	KMC Telcom	Torrance Sanford	BST
Kate Cooper	Eftia	Sandy Evans	Sprint
Tammy Swanson	Accenture	Suzanne Angelo	Telcordia
Caryn Stoughtenger	Quintessent	Todd Norris	Albion Connect
Marva Goff	BST	Brian Rutter	KPMG

Meeting Information History

DATE	START TIME	END TIME
1/17/01	10:30 AM EST	12:00 PM EST
Conf. Bridge		

MEETING PURPOSE

- **Provide status of project**
- **Review/discuss user requirements**

January 17, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

MEETING MINUTES

Agenda Items	Discussion
1. Overview/Scope	Torry Sanford, Project Manager, stated that BellSouth has been working on incorporating CLEC concerns into the scope and User Requirements for the test bed effort. The scope of the project is to allow CLECs to test against BellSouth's internal applications. The target implementation date is 3/31/01. BellSouth also plans to have completed testing with a CLEC by this date. BellSouth is currently installing software on the hardware platforms.
2. Review of User Requirements	Torry led the review of the User Requirements. The following questions were raised by the CLEC Community: Q. With the limit of ten test ids, will each CLEC have a timeframe to test? A. Yes, the testing timeframe will be negotiated based on what each CLEC plans to test. Q. When will Encore testing be conducted? A. Encore testing will be conducted prior to CLEC test date. Q. Is it calendar or business days for testing. A. Business days Q. What is the process for CLECs to schedule testing? A. The process will be defined in the CLEC test agreement.
3. Next Steps	BellSouth will schedule a second conference call due to the connectivity difficulties that some CLECs may have experienced trying to participate in the meeting. BellSouth will continue to keep the CLEC community posted of developments through Change Control.



January 17, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES



January 18, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
CLEC Test Environment – User Requirements	Cheryl Storey – Change Control Team	1-18-01
CR#EDI030300_001)		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Tammy Burkhardt	First Choice Comm	Tyra Hush	WorldCom
Valerie Cottingham	BST – CCP	Joan Wilwerding	Birch Telecom
Cheryl Storey	BST - CCP	Bill Wahl	KPMG
Jay Bradbury	AT&T	Torrance Sanford	BST
Dorea Raia	WorldCom	Michelle Woods	KPMG
Rich Bobik	AT&T		

Meeting Information History

DATE	START TIME	END TIME
1/18/01	1:00 PM EST	2:30 PM EST
Conf. Bridge		

MEETING PURPOSE

- **Provide status of project**
- **Review/discuss user requirements**



January 18, 2001

**CLEC Test Environment-User Requirements
MEETING MINUTES**

MEETING MINUTES

Agenda Items	Discussion
1. Overview/Scope	Torry Sanford, Project Manager, stated that BellSouth has been working on incorporating CLEC concerns into the scope and User Requirements for the test bed effort. The scope of the project is to allow CLECs to test against BellSouth's internal applications.

January 18, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

Agenda Items	Discussion
2. Review of User Requirements	Torry led the review of the User Requirements. Jay (AT&T) raised the question on Assumption 5.5 regarding why LENS was not included. The response provided was that LENS is a presentation layer developed by BST. LENS will be reproduced in the test environment for BellSouth internal use only. Joan (Birch Telecom) also requested that RoboTAG be supported. SEE ACTION ITEM 1. Tyra (WorldCom) questioned if the testing period had been established. The response provided was that the test bed will support CLEC testing of a release 30 days prior to implementation into production and 60 days after production. The testing duration may vary for each CLEC depending upon what level of complexity needs to be tested. Jay (AT&T) questioned Assumption 5.8 – BellSouth will do connectivity testing with each CLEC / Vendor in this test bed at the beginning of the test window. Is the CLEC test bed the vehicle for the initial connectivity for a new CLEC / Vendor? SEE ACTION ITEM 2. Jay (AT&T) questioned Assumption 5.10 – hours of operation. The hours of operations in the User Requirements state 9AM to 5PM EST. In the Issues Log, No. 1031-12, it states 8AM to 5PM EST for test bed support. SEE ACTION ITEM 3. Tyra (WorldCom) questioned Assumption 5.11 regarding certification. Clarification was requested. SEE ACTION ITEM 4. Jay (AT&T) questioned Assumption 5.20 regarding LSRs that are designed to fallout will they route to the LCSC. The response provided was yes; LSRs that are designed to fallout will follow the normal process in the test environment. Jay (AT&T) questioned Assumption 5.21 regarding profiles. The assumption reads: “Normal service rep profile capability will be provided in the test environment. New profiles will need to be established as desired in this environment. Existing production profiles will not function in this environment.” Clarification on this assumption was requested. SEE ACTION ITEM 5. Jay (AT&T) questioned Requirement #11 – define “New Solutions”. The response provided was products / services (ex: XDSL) that route through another ordering system will be rejected by the processing systems and an error message returned to the CLEC. “New Solutions” refers to the new Telcordia architecture.

January 18, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

Agenda Items	Discussion
3. Target Implementation Date	The target implementation date for the CLEC Test Bed is the end of 1st quarter, 3/31/01. BellSouth plans to have tested with a CLEC by this date also. Tyra (WorldCom) requested a schedule/timeline. Torry advised BellSouth is currently in the process of developing a test plan, which will provide this information. The test plan should be available once the test bed is implemented. BellSouth will also be providing test accounts.
4. Other Questions/Issues	It was recommended that CLECs submit any questions / issues regarding the CLEC Test Bed through Change Control. SEE ACTION ITEM 6.
5. New Action Items	1. Assumption 5.5 – Address the exclusion of LENS and RoboTAG being supported by the CLEC Test Bed. (BellSouth) 2. Assumption 5.8 – Provide clarification on whether the CLEC Test Bed will be the vehicle for the initial connectivity for a new CLEC. (BellSouth) 3. Assumption 5.10 – Address the reason for the change in hours from 8AM to 9AM for test bed support. (BellSouth) 4. Assumption 5.11 – Provide clarification on what certification must be completed before use of the CLEC test bed. Also provide information on when BellSouth quality assurance testing is complete before moving to the test bed environment. (BellSouth) 5. Assumption 5.21 – Provide clarification regarding the profiles. (BellSouth) 6. CLEC community should submit any questions / issues regarding the CLEC Test Bed to Change Control. (CLEC Community)



January 18, 2001

CLEC Test Environment-User Requirements

MEETING MINUTES

Transmittal Cover Sheet for Pate Exhibit RMP-27

This sheet transmits the
September 28, 1999 EICCP Enhancement Review Meeting Minutes
which consists of 3 pages.

MEETING MINUTES

DATE: Tuesday, September 28, 1999

MEETING: EICCP Enhancement Review Meeting

PURPOSE: To present/discuss Change Requests submitted to EICCP

ATTENDEES

Mark Turner, MCI	Mike Young, Sprint		
Jill Williamson, AT&T	Sandy Evans, Sprint		
Kevin McAllorum, ATT	Margaret Garvin, BST		
Tyra Colbert, MCI	Pat Rand, BST		
Lillian Newsome, BST			

SUMMARY OF MEETING

TOPIC	DISCUSSION
Regulatory Issues	No regulatory issues were discussed
Final CLEC Prioritization	• EDI0812990001 (EDI Ordering xDSL Loops)- Targeted for Release 4/2000 • EDI0812990003 (Using ATT directory form) – A.S.A.P. (10/1/99 – DDD) • EDI0812990004 (Change Main Account #) – A.S.A.P (8/23/99— DDD) • EDI0812990005 (Handling Remaining Lines) – Targeted for 4/2000 • EDI0812990007 (Use of LEATN/LEAN) – Targeted for 4/2000 • TAG0812990001 (Pre-Order Enhancements for Loops; CFA, NC/NCI-Targeted for Release 4/2000 • TAG0812990002 (DSL Capability) – Targeted for Release 4/2000 • TAG0812990003 (Parsed CSR) – Targeted for Release 4/2000 • TAG0907990001 (TaG Pre-Order Business Rules) – A.S.A.P. (10/1/99 – DDD) • LEO0812990001 (Change in headers for clarification) – A.S.A.P. (10/1/99) • LSR0623990001 (Distribution of work using SC field) – A.S.A.P.
General Discussion Items	• The BCCM opened the meeting and provided a presentation of the highlights of the meeting. The initial prioritization was discussed as well as the ability to complete the final prioritization. • The purpose of the ERM was to review the pending change requests and provide the CLECs the opportunity to discuss their requests for final prioritization. • The CLECs discussed each of the change requests and combined two and cancelled one. • The following change requests are being cancelled due to duplication: • EDI0812990006 (Combine this request with EDI0812990001 • EDI0812990002 (Incorporated under TAG0812990002 – Note: There is no EDI pre-order today)

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TOPIC	DISCUSSION
<u>Change Request Discussion</u> <u>EDI0812990001</u>	- The following notes depict the discussion highlights on each change request. EDI Ordering for Unbundled xDSL Loops Interface Impacted - EDI, Ordering Type Change – Add new functionality - Ability to order unbundled xDSL on one order via EDI - CLEC needs business rules and fields that need to be populated. - CLEC requests that this include all digital loops, i.e., port with DSL Loop
<u>EDI0812990003</u>	411 Drop-out form-- CLEC requested that BST utilize their manual form to advise BST of an End User's listing that is not appearing on 411, Etc. Interface Impacted - EDI, Ordering Type Change – Process CLEC would like BST to adopt their 411 Drop-out form as an interim solution when the drop out is caused by BST CLEC would like to work jointly with BST in the development of a form/process at OBF to resolve this issue.
<u>EDI0812990004</u>	Change Main Account Number Interface Impacted - EDI, Ordering Type Change – Software The CLEC would like BST to expand the use of EATN and ATN for the REQ TYP JB. By allowing the CLEC to populate the existing EATN and the new in ATN field, the CLEC would not have to submit the information in RMKS. The CLEC would like this change for both TCIF7 and OSS99.
<u>EDI0812990005</u>	Handling of Remaining Service Interface Impacted - EDI, Ordering Type Change - Software The CLEC would like BST to develop new fields in support of the handling of the remaining lines when partial migrations are involved and the lead number is being migrated.
<u>EDI0812990007</u>	Use of LEAN/LEATN fields Interface Impacted - EDI, Ordering Type Change - Software The CLEC would like the restrictions of 4 accounts lifted when processing multiple End User Accounts to LNP.
<u>TAG0812990001</u>	Pre-Order Enhancements Interface Impacted - TAG, Pre-Order Type Change – Software The CLEC would like BST to provide CFA assignment and NC/NCI codes as part of its pre-order functionality. The CLEC is expecting a project plan for the implementation of this request.
<u>TAG0812990002</u>	Pre-Order Loop Inquiry Interface Impacted – TAG, Pre-Order

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TOPIC	DISCUSSION
	Type Change – Software The CLEC requested that BST provide xDSL capability notification electronically. The CLEC is expecting a project plan for the implementation of this request.
<u>TAG0812990003</u>	CLEC is requesting BST to provide a parsed CSR. Interface Impacted – TAG, Pre-Order Type Change – Software The CLEC questioned if Linda Tate had reviewed the BellAtlantic guidelines for parsed CSR.
<u>TAG0907990001</u>	TAG Pre-Order Documentation Enhancements Interface Impacted – TAG, Pre-Order Type Change – Documentation As part of the OSS99 upgrade, the CLEC requested BST to provide business rules for TAG Pre-Order.
<u>LEO0812990001</u>	Error Code List Note Modification Interface Impacted – none Type Change – Documentation The CLEC requested that on the selected headers stated in the change request, that BST add some information in the header in order to clarify the columns.
<u>LSR0623990001</u>	Workflow Mechanization Interface Impacted – EDI Type Change – New or revised edits. CLEC is requesting a process be changed in order to prevent their LSRs from being missed when the service is associated with complex service.
Upcoming Meetings	<u>Change Request Status meeting for 1 hour on 10/21/99</u> The purpose of the meeting is to discuss the pending change requests, respond to questions regarding new change requests. Bridge has been setup for this call. <u>Change Request Status meeting for 1 hour on 11/09/99</u> The purpose of the meeting is to discuss the pending change requests, respond to questions regarding new change requests. Bridge has been setup for this call. 10/21 and 11/09 - The Bridge Number is 205 970-3744, ACCESS CODE 8324, the call is scheduled for 9:00 CST – 10:00 CST
<u>Action Items</u>	- If BST makes changes to EDI does it automatically affect TAG? - Reinforce functionality – As BST implements change requests, involve the CLEC in the process; how it's designed. - Verify if all end offices would be converted for LNP? - How are due dates treated on the Change Requests, i.e., priority, expedite, rush, etc.? - Investigate CORBA for ordering and provisioning DSL loops. - When Issue 6 is removed, what exactly is being removed (interfaces)? - When will manual forms change to LSOG4? (90 day notice)
<u>MEETING ADJOURNED</u>	The meeting was adjourned

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Transmittal Cover Sheet for Pate Exhibit RMP-28

This sheet transmits the

March 29, 2000 CCP Monthly Status Call Minutes

which consists of 5 pages.



Change Control Process Monthly Status Meeting Minutes

DATE: March 29, 2000

MEETING: Monthly Status Call

PURPOSE: Review Status of Pending/Approved Change Requests

ATTENDEES

<u>Tyra Colbert, MCI</u>	<u>Kate Cooper, Eftia</u>	<u>Valerie Cottingham, BST</u>
<u>Sandy Evans, Sprint</u>	<u>Jill Williamson, AT&T</u>	<u>Edwardine Marrone - BST</u>
<u>Kristen Hudson, Nextlink</u>	<u>Joe Ayala, Nightfire</u>	<u>Shamne Stapler, ITC-DeltaComm</u>
<u>Bill Shoemaker, BST</u>		<u>Cheryl Storey, BST</u>

AGENDA

Agenda Review status of pending/approved Change Requests (including defects) and review current Release Management statuses.

SUMMARY OF MEETING

TOPIC	DISCUSSION
Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call. • Review regulatory mandates. • Review status of pending/approved Change Requests • Review status of pending defects • Review current Release Management statuses • Schedule remaining monthly status meetings for year 2000
Regulatory Mandates	There are no regulatory mandates at this time.

New Change Requests	The following new change requests were received during March, 2000 and are being reviewed for acceptance: • ORD030200001 UNEs via ASR21 • EDI030200001 Modify Line Activities with Industry Guidelines (LNA of “C”) • EDI030300001 BST Test Environment for EDI • TAG030900001 LNA Functionality of V – Pre-OSS99 (BST provided response to originating CLEC on 3/20/00-refer to “Canceled Change Requests” section) • ORD032700001 Post FOC-Clarification										
New Defect Change Requests Received	New Defect Change Requests received during March, 2000: • DEF030100001 Room Field Expansion This change re-classified as a feature. Room field scheduled to be expanded 4/15/00. • DEF030100002 Pre-Order/Order Business Rule Discrepancies This change re-classified as a feature. BST is looking at all the fields identified as discrepancies, with exception to room & bldg, and looking at the impacts to all fields and applications. We are looking to include this in a Release in the near future. • DEF030200001 RPON Business Rules This change re-classified as a feature. Business rules being developed. • DEF032300001 Line Class of Service – REQ TYP “M” (port/loop combo) This change re-classified as a feature. An expedited change implemented 3/28/00. It was agreed that the Change Request Log number should be renamed since these issues were re-classified as features. The new CR Log numbers will be as follows: <table data-bbox="318 1087 898 1262"> <thead> <tr> <th>OLD CR LOG #</th><th>NEW CR LOG#</th></tr> </thead> <tbody> <tr> <td>DEF030100001</td><td>CR0001</td></tr> <tr> <td>DEF030100002</td><td>CR0002</td></tr> <tr> <td>DEF030200001</td><td>CR0003</td></tr> <tr> <td>DEF032300001</td><td>CR0004</td></tr> </tbody> </table>	OLD CR LOG #	NEW CR LOG#	DEF030100001	CR0001	DEF030100002	CR0002	DEF030200001	CR0003	DEF032300001	CR0004
OLD CR LOG #	NEW CR LOG#										
DEF030100001	CR0001										
DEF030100002	CR0002										
DEF030200001	CR0003										
DEF032300001	CR0004										
Implemented Change Requests	Change Requests Implemented: • LEO8129900001 Change the Error Code Headings to Match Terminology Used Implemented 12/99. • TAG09079900001 Business Rules for TAG Implemented - Posted to web site 12/99.										

Canceled Change Requests	• SOT011200001 Remarks Section added to CSOTS Explanation of Cancellation by BellSouth: “Remarks” are omitted because it contains proprietary information that is passed between internal BST departments during the provisioning of the service. A request can be made of the LCSC to create a report that addresses the reason for cancellation of orders on a per CLEC basis. “Missed Appointment” codes are posted on service orders. The definition of “Missed Appointment” codes reside in the CLEC Service Order Tracking System User Guide, Computer Based Tutorial and in other documentation accessed via the BellSouth web site. • TAG030900001 LNA Functionality of V – PRE-OSS99 Explanation of Cancellation by BellSouth: BellSouth will implement the pre-OSS99 LNA of V functionality using the LNA of G. BellSouth has decided the functionality needs to be discernable using the new LNA of G. This reduces the need for training, distribution and creation of new Methods and Procedures, minimizes errors/gaps and supports the request of other CLECs in providing a new LNA. The LNA of G is targeted for 4/29 implementation. The LNA of V, post OSS99, functionality will remain in tact. Sprint is currently in the process of investigating a workaround, will advise Change Control of Cancellation Acknowledgement.
Change Requests Scheduled for Release	The following Change Requests are scheduled for upcoming releases: • ALL020900002 YPH – 4/15/00 • DEF030100001 Room Field Expansion – 4/15/00 • OSS011300001 Migration as Specified for OSS99 – 4/29/00 • TAG011700001 Migration as Specified for OSS99 – 4/29/00 • EDI0812990001 Electronic ordering for unbundled XDSL loops – 7/01/00 • TAG0812990002 DSL Capability – 7/01/00 Next tentative Release is scheduled for 11/11/00.

User Requirements Documentation	- Requirements for YPH, EU-ROOM, LSF and LNA of G distributed 3/6/00 for discussion during 3/7/00 conference call. - Updated requirements for LSF distributed 3/9/00. - Updated User Requirements for XDSL distributed 3/27/00. - Updated requirements for LNA of G to be distributed 3/29/00.
Non-Scheduled Change Requests	List of non-scheduled Change Requests to be returned to Step 4 of the CCP as Input for the “Prepare for Change Review Meeting” process: LSR0623990001 Redirection of UNE LSRs in the LCSC Clarification regarding this request: AT&T is requesting that BellSouth create edits in our system to cause the orders to be routed to the appropriate work group. This change should have no impact on the current ordering process and business rules being used by the CLECs. EDI0812990003 AT&T form for directory listing 411 drop outs Clarification regarding this request: AT&T requests some type of electronic vehicle that would provide notification to correct the problem with 411 fall out. This electronic vehicle should require CLECs to provide minimum information. The Directory Assistance & Listings Correction Request Fax Form provided by AT&T would be acceptable only as an interim solution. EDI0812990004 One LSR to change the main account # on a listings only account EDI0812990005 Handling of Remaining Lines TAG0812990001 CFA/NC & NCI via TAG pre-order EDI0812990007 Use of LEAN/LEATN
Pending Change Requests	EDI121599001 TN vs RSAG validation This request is currently under review. TAG0812990003 Parsed CSR Subteam being formed to perform planning & analysis during 2000. EDI02090001 Electronically Order Routing to OS/DA Team working to develop an electronic process.
Next Change Review Meeting	The next Change Review meeting has been tentatively scheduled for Wednesday, June 28, 2000. This will be a face-to-face meeting in Atlanta, GA. This meeting will include a monthly status and then prioritization of pending change requests. Meeting details to follow. Requests must be accepted and in “Pending” status by June 16, 2000 to be included in the prioritization meeting on June 28, 2000. To allow adequate time for change requests to be reviewed for acceptance and placed in “Pending” status by June 16, change requests should be received by no later than May 15, 2000.
Suggestions for Change Request Log	The following suggestions were made regarding improvements to the Change Request Log: - Categorize the requests by interface or status. - Include a comments/status column These changes will be incorporated to the Change Request Log.
Schedule for Remaining Monthly	The schedule for remaining 2000 monthly status meetings is as follows: April 26, 2000 May 24, 2000

Status Meetings	June 28, 2000 (also tentative prioritization meeting) July 26, 2000 August 23, 2000 September 27, 2000 October 25, 2000 November 15, 2000 December 13, 2000 The conference bridge for April 26 and May 24 is as follows: Bridge # 205-970-3741 Access code 4736

Transmittal Cover Sheet for Pate Exhibit RMP-29

This sheet transmits the

October 3, 2000 Parsed CSR Kickoff Meeting Minutes

which consists of 3 pages.

Parsed CSR Kickoff Meeting Minutes

October 3, 2000

Document Preparation Information

PROJECT NAME	PREPARED BY (PRINT)	SIGNATURE	DATE PREPARED
Parsed CSR Team	Kevin McCall		10/3/00

Announcement Information

TO	COMPANY	TO	COMPANY
Brenda Jones	BellSouth	Valerie Cottingham	BellSouth
Kevin McCall	BellSouth	Cheryl Story	BellSouth
Wheeler Stewart	BellSouth	Lewis Garrison	BellSouth
Patricia Allen	BellSouth	Gloria Burr	BellSouth
Debra Rolle	BellSouth	Saundra Glover	BellSouth
Kathy Smith	BellSouth	Tyra Hush	WorldCom
Jill Williamson	AT&T	Woody Roe	Albion
Dave Burley	WorldCom	Jane Hunter	Sprint
Becky Wellman	IDS	Suzanne Angelo	Telcordia
Mae Means	Sprint	Bill Grant	Telcordia
Mike Young	Telcordia	Stacey Hassan	Birch Telecom
Sandy Evans	Sprint	Bill Gulas	IDS
Keith Kramer	IDS	Pat Woods	WorldCom
Brad Hamilton	IDS	Kerrie Dedmon	Trivergent
Bahvin Sheth	DSET	Sheriann Lively	Trivergent
Akshay Goel	DSET	Dave Marmen	BellSouth
Carol Sanders	Trivergent	Mary Ellen Dominique	Trivergent
Caryn Stottenger	Quintessent		

Meeting Information

DATE	START TIME	END TIME	LOCATION
10/03/00	10:00 A.M. EDT	12:30 P.M. EDT	Conference Bridge (205) 970.3742 Access 6637
CALLED BY		PHONE	FAX
Change Control		205-321-2113	205-321-5160

Parsed CSR Kickoff Meeting Minutes

October 3, 2000

Agenda

Agenda Items	Discussions
Introduction of Interim Project Manager	Brenda Jones was introduced as the Interim Project Manager for the Parsed CSR team.
Gain Better Understanding of Parsed CSR Requirements	Brenda Jones discussed the intent of this meeting was to clarify the CLECs needs in the Parsed CSR efforts. For the CSR, currently BellSouth returns a string of data. The CLEC community is requesting that BellSouth return the data in a fielded/parsed format. The team agreed to review an analysis of LSOG 4 from AT&T. This document also indicated AT&T's position on what fields were needed on the Query and Response. AT&T explained the definitions of C/O/R on the analysis document as follows: C= Conditional. May or may not be required under certain circumstances O= Optional. Always optional, not required in any circumstances R= Required.
Formation of Parsed CSR Sub team	An agreement was reached to form a small sub team to review the requirement inputs from the CLEC community and present the consensus findings to the overall group. The sub team consists of the following: Becky Wellman – IDS Jill Williamson – AT&T Tyra Hush – WorldCom Dave Burley – WorldCom Jane Hunter or Mae Means – Sprint Suzanne Angelo – Telcordia Mike Young – Telcordia Bill Grant – Telcordia Sheriann Lively – Trivergent Bahvin Sheth – DSET Brad Hamilton -- IDS Parsed CSR Project Manager --BellSouth Change Control -- BellSouth

Parsed CSR Kickoff Meeting Minutes

October 3, 2000

Agenda Items	Discussions
Steps Moving Forward	The upcoming dates that were agreed upon in the meeting were as follows: 10/10 – CLECs input based on the AT&T/LSOG 4 analysis to be submitted back to Change Control 10/19 – Sub team meeting in Atlanta to review inputs and form consensus. The findings of the sub team will be submitted to the CLEC community via Change Control for further discussions.

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Transmittal Cover Sheet for Pate Exhibit RMP-30

This sheet transmits the

October 19, 2000 Parsed CSR Sub Team Meeting Minutes

which consists of 5 pages.

October 19, 2000
Parsed CSR Sub Team
MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
Parsed CSR Sub Team	Cheryl Storey – Change Control Team	10-20-00
BellSouth Conference Center		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Sheriann Lively	Trivergent	Jane Hunter	Sprint
Valerie Cottingham	BST – CCP	Suzanne Angelo	Telcordia
Cheryl Storey	BST - CCP	David Burley	WorldCom
Jill Williamson	AT&T	Tyra Hush	WorldCom
Bill Grant	Telcordia	Ron Thompson	XO Comm
Becky Wellman	IDS	Saundra Glover	BST
Edwardine Marrone	BST	Pat Moore	BST
Brenda Wallace	BST	Chris Iacovelli	AT&T

Meeting Information History

DATE	START TIME	END TIME
10/19/00	10:00 AM EDT	4:00 PM EDT

MEETING PURPOSE

- **Review CLEC input on Parsed CSR Requirements.**
- **Review each data element and reach consensus on which fields the CLECs would like to see parsed.**
- **Discuss next steps: (1) CLEC Community review and concurrence, (2) BST Internal Review of CLEC Requirements**

Jill (AT&T) recommended that once the CLEC requirements are agreed upon, BellSouth should meet with the CLEC community to discuss and identify what can and cannot be accommodated. Change Control advised that BellSouth would meet with the CLEC community to discuss requirements after the BST Internal Review.

October 19, 2000
Parsed CSR Sub Team
MEETING MINUTES

MEETING MINUTES

Agenda Items	Discussion
1. Conditional Requirement Example	An example of a conditional requirement was shared as follows: <i>Required Foreign or Secondary book listing, otherwise optional.</i>
2. Review of data elements	Edwardine Marrone led the review of the data elements with the Sub Team. The results of the changes agreed upon will be reflected in the updated requirements to be provided to the Sub Team by 11/3/00. Discussion took place regarding the definition of optional, conditional and required. The following was agreed upon: <i>Optional = if on the account, information is provided/returned</i> <i>Required = if a data element is on all CSRs. All the fields are required if the information is present.</i> The CLECs recommended that pre-ordering and ordering field lengths should be consistent.
3. LSOG 5	It was mentioned that BellSouth planned to implement LSOG 5 between the July – December, 2001 timeframe. The CLECs advised that for planning purposes they need to know what fields are going to be supported by LSOG 5. The CLECs also stated that the move to LSOG 5 should flow through Change Control and be a joint effort. BellSouth has not made a firm commitment as to when LSOG 5 will be implemented. LSOG 5 changes will funnel through the Change Control Process. CLECs are aware of industry's strategic direction for the implementation of LSOG 5.

October 19, 2000
Parsed CSR Sub Team
MEETING MINUTES

Agenda Items	Discussion
4. Summary of Action Items	BellSouth will address the following and provide responses to the Sub Team by 11/3/00: • TXTYP - Transaction Type (Field #3) – define transaction type for Customer Service Inquiry. Define what information would be returned via each valid entry (i.e., what is the CLEC going to submit and what is BST going to return?). Define what data elements would not be included. • Determine correct field name for EATN vs. ATN and EAN vs. AN. • End User Name (Field #16) – is this a valid field for use with the CSI? • Definition of DDQTY and DIRQTY • Investigate zip code differences: DDAZC vs. ZIPCODE • DIRID – is this a BST supported field? • DIRTYP – does this field drive the type of directory delivered? • DNA – is this a BST supported field? • YPH – Confirm 6 numerics or 6 alpha/numerics. CLECs need the YPH for the LSR. • YPHV – confirm if the YPH verbiage can be returned separately. CLECs want this returned separately. • DIRSUB and DIRNAME – are these BST supported fields? • DML – is this a BST supported field? • D/TSENT – confirm metric standards being used • Review fields that end with the suffix “SS” to confirm consistencies.

October 19, 2000
Parsed CSR Sub Team
MEETING MINUTES

Agenda Items	Discussion
5. NEXT STEPS	BellSouth will update the Parsed CSR requirements spreadsheet with the agreed upon changes and provide to the Sub Team by 11/3/00 for review. BellSouth will also provide (best effort) to the Sub Team responses to the above action items by 11/3/00. A follow up meeting / conference call will be scheduled with the Sub Team to finalize the CLEC Parsed CSR requirements. The final CLEC Parsed CSR requirements will be shared with the CLEC community for feedback and concurrence. Once CLEC community concurrence obtained, BST Internal review of the requirements will take place. Once the BST Internal review of the requirements is complete, a meeting with the CLEC community will be scheduled to review / discuss.



October 19, 2000
Parsed CSR Sub Team
MEETING MINUTES

Transmittal Cover Sheet for Pate Exhibit RMP-31

This sheet transmits the

November 16, 2000 Parsed CSR Sub Team Meeting Minutes

which consists of 4 pages.



November 16, 2000
Parsed CSR Sub Team
MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
Parsed CSR Sub Team	Cheryl Storey – Change Control Team	11-17-00
BellSouth Conference Center		

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Sheriann Lively	Trivergent	Jane Hunter	Sprint
Valerie Cottingham	BST – CCP	Suzanne Angelo	Telcordia
Cheryl Storey	BST - CCP	David Burley	WorldCom
Jill Williamson	AT&T	Vickie Beachley	BST
Bill Grant	Telcordia		
Becky Wellman	IDS		
Edwardine Marrone	BST		

Meeting Information History

DATE	START TIME	END TIME
11/16/00	10:00 AM EST	3:00 PM EST

MEETING PURPOSE

- **Review 10/19/00 Action Items and reach consensus on the field definitions & field valid values.**
- **Determine the usage (required, optional or conditional) for each field**
- **Discuss next steps: (1) CLEC Community review and concurrence, (2) BST Internal Review of CLEC Requirements**
- **Review New Action Items**

November 16, 2000
Parsed CSR Sub Team
MEETING MINUTES

MEETING MINUTES

Agenda Items	Discussion
1. Required, Conditional & Optional Definitions	The following definitions were agreed upon for required, conditional and optional: Required – always going to be transmitted. Conditional for Query – Required or prohibited under certain specified circumstances related to dependencies of other fields. Conditional for Response – Required if information exists on the CSR. Optional – not applicable for Query or Response.

November 16, 2000
Parsed CSR Sub Team
MEETING MINUTES

Agenda Items	Discussion
2. Review of CLEC User Requirements (included the responses to the 10/19 Action Items)	Edwardine Marrone led the review of the data elements with the Sub Team. The results of the changes agreed upon are reflected in the attached updated CLEC requirements document. Vickie Beachley will be the BST Internal Project Manager for this effort. It was agreed that the deleted fields would be removed from the next update of the CLEC requirements. TYTYP Field – For the “E” entry, it was agreed that we add billing and directory delivery. D/TSENT – divide into two fields: - DT-SENT (8 numeric) - TM-SENT (6 numeric) Discussion was held regarding what information would be returned if queried by the following fields: ATN – return the entire account. AN – return the entire account. WTN – return just that working telephone number. ECCKT – return just the ECCKT information. The CLECs do not want a reference message to the Miscellaneous Account Number. FEATURE field – during the BST Internal review, it will be determined if something will always be returned in the FEATURE field. Discussion took place on the field length of the suffix fields being different. The street address fields are 4 a / n. The house number fields are 5 a / n. YPHV (Yellow Page Heading Verbiage) field is not supported by BellSouth as a separate field, the YPH Verbiage is included in the YPH field. The CLECs would like this information parsed.

November 16, 2000
Parsed CSR Sub Team
MEETING MINUTES

Agenda Items	Discussion
3. Summary of Action Items	BellSouth will address the following action items: • D/TRCVD – determine if this information will / can be returned. If returned, as two elements. • Investigate what validation takes place on the “End User Name” field on the LSR. • Verify the field length for “Feature Description” • Ensure valid entries listed under “ERRCODE” are covered under the Response codes (RESPC & RESPD). Also compare OBF codes to what BST currently has. • Confirm if “O” and “P” are valid entries for FPI.
4. NEXT STEPS	BellSouth will update the Parsed CSR requirements spreadsheet with the agreed upon changes and provide to the Sub Team during the week of 11 / 20 / 00. BellSouth will also provide a list of the above action items with target due date for a response. The Sub Team will review the updated requirements and advise Change Control of any questions, comments within 7 - 10 days. The final CLEC Parsed CSR requirements will be shared with the CLEC community for feedback and concurrence. Once CLEC community concurrence obtained, BST Internal review of the requirements will take place. An internal BST meeting is scheduled for the week of 11 / 27 / 00. As a result of this meeting, a preliminary schedule and timelines will be developed and shared with the CLEC community. Targeting the first of 2001 to have a follow-up meeting with the CLEC community.



November 16, 2000
Parsed CSR Sub Team
MEETING MINUTES

Transmittal Cover Sheet for Pate Exhibit RMP-32

This sheet transmits the

January 18, 2001 Parsed CSR Sub Team Meeting Minutes and
Updated Change Request

which consists of 5 pages.



January 18, 2001
Parsed CSR
MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
Parsed CSR CR#TAG0812990003)	Cheryl Storey – Change Control Team	1-18-01

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Gloria Melvin	Trivergent	Jane Hunter	Sprint
Valerie Cottingham	BST – CCP	Suzanne Angelo	Telcordia
Cheryl Storey	BST - CCP	David Burley	WorldCom
Jay Bradbury	AT&T	Vickie Beachley	BST
Chris Iacovelli	AT&T	Tyra Hush	WorldCom
Rich Bobik	AT&T	Brian Rutter	KPMG
Tonya McFall	WorldCom	Renee Clift	DSL.net
James McKlesky	Accenture		

Meeting Information History

DATE	START TIME	END TIME
1/18/01 Conf. Bridge	10:30 AM EST	12:00 PM EST

MEETING PURPOSE

- **Provide status of project**
- **Review/discuss tentative implementation timeline**

MEETING MINUTES

Agenda Items	Discussion
1. Tentative Implementation Timeline	The tentative timeline reflects an implementation date of 12/31/01. BellSouth is working diligently to improve this date. BellSouth anticipates confirmation of the new implementation date within the next two weeks. When the new implementation date is confirmed, the timeline will be updated and distributed to the CLEC community via Change Control. Tyra (WorldCom) questioned if the new date would be before LSOG5 is introduced. The response provided was yes.
2. CLEC User Requirements	The timeline will be updated to reflect that the CLEC User Requirements were completed by the Sub Team on 11-21-00 and distributed to the CLEC community on 12-12-00.
3. User Requirements	BellSouth is in the process of reviewing the CLEC User Requirements that were developed by the Sub Team and determining what data is available. The User Requirements will be updated and reviewed with the CLECs. BellSouth is targeting having the User Requirements completed within the next few weeks. Jay (AT&T) questioned if BellSouth was within the 1/2/01-2/19/01 timeframe that is reflected on the tentative timeline for User Requirements. The response provided was yes and that BellSouth is attempting to better all the dates on the timeline. Jay (AT&T) questioned if BellSouth was conducting a three-way check on the User Requirements with the (1) Sub Team CLEC User Requirements, (2) Parsed CSR and (3) LSOG4. The response provided was yes. The Sub Team CLEC User Requirements were based on LSOG4 that AT&T originally submitted.
4. Data Mapping	There is a BellSouth team working on data mapping for the parsed fields. This will be an additional way for BellSouth to share information with the CLEC community (i.e, similar to a job aid). BellSouth will discuss further with the CLEC community in the February timeframe.
5. Next Steps	BellSouth will provide the new implementation date to the CLEC community within the next two weeks. Review of the User Requirements with the CLEC community targeted for the February timeframe.



January 18, 2001
Parsed CSR
MEETING MINUTES



Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 8/12/99 (2)

☒ CLEC ☐ BST (3) Company Name AT&T (4)

CCM Jill Williamson (5) Phone 404-810-8562 (6)

CCM Email Address jrwilliamson@att.com (7) Fax 404-810-8605 (8)

Alternate CCM _____ (9) Alternate Phone _____ (10)

Originator's Name Jill Williamson (11) Phone 404-810-8562 (12)

Title of Change Parsed CSR (13)

Category: ☒ Add New Functionality ☐ Change Existing (Desired Due Date 4/00) (15)

Originating CCM assessment of impact ☒ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☒ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)		
☒ Pre-Ordering ☒ LENS ☐ LPOG ☒ TAG	☐ Ordering ☐ EDI ☐ LENS ☐ EDI-PC	☐ Maintenance ☐ TAFI ☐ EC-TA Local

Type Of Change - Check one or more, as applicable (19)		
☒ Software	☐ Hardware	☒ Industry Standards
☐ Product & Services	☐ New or Revised Edits	☐ Process
☐ Documentation	☐ Regulatory	☐ Other

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

As part of the OSS'99 upgrade, AT&T requested that BellSouth deliver a parsed CSR as part of the pre-order functionality and in alignment with industry guidelines. BellSouth stated that it could not deliver this capability with OSS'99, but would look at implementing it as part of the "second phase" of OSS'99. BellSouth also agreed to develop a project plan to work on implementation of this functionality over the Y2K window, for delivery subsequent to the close of the Y2K window. AT&T is requesting that this functionality be delivered in the first quarter of 2000.

Known dependencies (21)

Additional Information ☒ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

Bell Atlantic is providing a parsed CSR to CLECs and AT&T has already provided BellSouth with



Change Request Form

This Section to be completed by BCCM only.

Change Request Log #	<u>TAG0812990003</u>	(23)	Clarification	☐ Yes ☒ No	(24)
Clarification Request Sent			(25)	Clarification Response Due	(26)
Status	<u>S</u>	(27)			
Enhancement Review Date	<u>9/28/99 (1st)</u>	(28)	Target Implementation Date	<u>12/31/01</u>	(29)
	<u>6/28/00 (2nd)</u>				
Last Modified By	<u>BCCM</u>	(30)	Date Modified	<u>1/18/01</u>	(31)
Review Results (32)					
BST will do Planning and Analysis phases in 2000.					
09-18-00 Conference call scheduled for 10/3/00 to jointly begin addressing this request.					
10-03-00 Conference call held to gain better understanding of CLEC requirements. Sub-team formed.					
Sub-team to meet on 10-19-00.					
10-19-00 Sub Team met to begin reviewing/discussing CLEC User Requirements.					
11-16-00 Sub Team met to finalize CLEC User Requirements.					
11-21-00 Updated CLEC User Requirements provided to Sub Team for review/feedback.					
12-12-00 CLEC User Requirements distributed to CLEC community for feedback. Also, tentative implementation schedule provided. Internal BST meetings in progress. Meeting to be held in January, 2001 with CLEC community to discuss project.					
1-18-01 Meeting held with CLEC community to review status of project and tentative timeline. BellSouth is working to improve the implementation date and anticipates confirmation of the new date within the next two weeks.					
Canceled Change Request	☐ Duplicate	☐ Training	☐ Clarification Not Receiver	(33)	
Cancellation Acknowledgment	CLEC		BST	Date	(34)
Request Appeal	☐ Yes	☐ No	(35)		
Appeal Consideration (36)					
Agreed Release Date	(37)				

Transmittal Cover Sheet for Pate Exhibit RMP-33

This sheet transmits the
Parsed CSR User Requirements
which consists of 11 pages.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS		COMMENTS	
							* = Multiple iterations			
							QUERY	RESPONSE		
1	1	CCNA	Customer Carrier Name Abbreviation - Identifies the COMMON LANGUAGE? IAC CODE for the customer submitting the inquiry and receiving the response.	3 a				C	N/A	Field is required if CC is not populated, otherwise prohibited.
2	2	TXNUM (replaces INQNUM)	Inquiry Number - Identifies the customer provided tracking number to link the inquiry with the response.	16 a/n				R	R	Field name changed to align with OBF issue 1671.
3	3	TXTYP	Transaction Type - Identifies the type of inquiry.	1 a		E = Customer Service Information (CSI) T = Listing(s) for TN		R	R	BellSouth suggested valid values: E = Customer Service Information (CSI) which includes listings, billing, directory delivery T = Listing(s) for TN(s)
4	4	DT-SENT	Date Sent - Identifies the date the transaction is sent.	8 N		CCYYMMDD		R	R	BellSouth currently captures the following in the gateway: DT-SENT field in the format "CCYYMMDD", where "CC" is the century, "YY" is the year, "MM" is the month, and "DD" is the day.
5		TM-SENT	Time Sent - Identifies the time the transaction is sent	6 N		HHMMSS				TM-SENT field in the format "HHMMSS", where "HH" is the hour. "MM" is the minutes and "SS" is seconds
5		D/TRCVD	Identifies the date and time the transaction is received at the ILEC gateway.	18 a/n			Field not supported in OBF.		R	Metric Standards: CCYYMMDDHHMMSSSS Military time to be used, do not need AM/PM Seconds are needed to support transaction metrics.
6	5	CC	Company Code - Identifies the Exchange Carrier generating the inquiry.	4 a/n				C	N/A	Field is required if CCNA is not populated, otherwise prohibited. Valid Values: OCN Codes Values supported: '7421' - AT&T or '7682' - ALS.
7	6	AGAUTH	Agency Authorization Status - Indicates that the customer is acting as an end user's agent and has authorization on file.	1 a		Y = Authorization on File N = Authorization not on file		O		
10	9	ATN	Account Telephone Number - Identifies the Account (Billing) Telephone Number of the End User.	10 N			This field may be used for inquiries, when AN, WTN, or ECCKT are not populated.	C	C	Inquiry: EATN should be populated when EAN, WTN, or ECCKT are not populated, otherwise prohibited. Response: Required when the EAN is not populated, otherwise prohibited. This field would represent the receiving company's ATN. BellSouth Response - The field name should be ATN or AN and this would indicate the CSR to pull.
11	10	AN	Account Number - Identifies the customer account number. Non-dialable account number	10 N or 13 A/N			This field may be used for inquiries, when ATN, WTN, or ECCKT are not populated.	C	C	Inquiry: AN should be populated when ATN, WTN, or ECCKT are not populated, otherwise prohibited. Response: Required when the ATN is not populated, otherwise prohibited. This field would represent the receiving company's AN. BellSouth Response - The field name should be ATN or AN and this would indicate the CSR to pull.
12	11	WTN	Working Telephone Number(s) - Identifies the working telephone number at the end user's location.	10N			This field may be used for inquiries, when ATN, AN, or ECCKT are not populated.	C	C*	Inquiry: Required when AN, ATN and ECCKT are not populated, otherwise prohibited. Response: Required if information exists on CSI. If populated on query only the line level information is returned.
13	12	TERS	Terminal Numbers - Identifies the number for a non-lead line in a multi-line hunt group or consecutive range of terminal numbers associated with the TNS for this request.	10 a/n			This field will be accompanied by a WTN entry.	N/A	C	Response :Required if information exists on CSI.

Customer Service Information Record CLEC User Requirements

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS * = Multiple iterations R = Required - Always transmitted C = Conditional - Query - Required or prohibited under specified circumstances specific to other fields. Response - Required if information exists on Customer Records. N/A = Not applicable	QUERY	RESPONSE	COMMENTS
14	13	CS	Class of Service - Identifies the type of service for this inquiry.	5 a/n			The type of service identifies the end user account as business, residential, or government.	N/A	R	Optional when TXTYP was 'E' (CSI only) or 'M' (CSI plus listing).
15	14	TOS	Type of Service - Identifies the type of service.	4 a/n		<u>1st Character</u> 1=Business, 2=Residence, 3=Government, 4=Coin, 5= Home Office <u>2nd Character</u> A=Multi-line, B=Single line, C=Coin, D=Advance Services, E=CENTREX Resale, H=ISDN BRI, J= PBX trunk, K=ISDN PRI; - = Not applicable <u>3rd Character: Class</u> M = Measured Rate F = Flat Rate G = Message - = Not applicable <u>4th Character (characterization)</u> F = FXS (Foreign Exchange Service) G = Semi-public N = Normal P = Prison/Inmate R = RCF W = WATS - = Not applicable	The type of service identifies the end user account as business, residential or government. This field will indicate how the account will be ordered. If it is currently a single line and the new order would make it multi-line, then the inquiry would be for a multi-line.	N/A	R	
16	15	NAME	End User Name - Identifies the name of the end user.	25 a/n				N/A	R	<i>BellSouth Response - The listed name on the CSR is populated from the Directory Listing information, not from the EU name.</i>
18	17	SANO	Service Address House Number - The house number of the service address.	8 a/n				N/A	C	Response: Required if information exists on CSI.
19	18	SASF	Service Address House Number Suffix - Identifies the suffix for the house number of the service address.	5 a/n				N/A	C	<i>BellSouth Response - For ex. 450 ½ SW Main St W. SASF, DDASF, and LASF all refer to the data of ½ in this example. Response: Require if information exists on CSI.</i>
20	19	SASD	Service Address Street Directional - Street directional of the service address.	2 a/n		E = East; W = West; N = North; S = South; NE = Northeast; NW = Northwest; SW = Southwest; SE = Southeast		N/A	C	Response: Required if information exists on CSI.
21	20	SASN	Service Address Street Name - Identifies the street name of the service address.	50 a/n			If no street name exists, may be rural route, general delivery or other description for delivery/service destination.	N/A	C	Response: Required if SADLO is not populated, otherwise optional.

Customer Service Information Record CLEC User Requirements

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS * = Multiple iterations R = Required - Always transmitted C = Conditional - Query - Required or prohibited under specified circumstances specific to other fields. Response - Required if information exists on Customer Records. N/A = Not applicable	QUERY	RESPONSE	COMMENTS
22	21	SATH	Service Address Street Thoroughfare - Identifies the thoroughfare portion of the street name of the service address.	10 a/n				N/A	C	Response: Required if information exists on CSI.
23	22	SASS	Service Address Street Suffix - Identifies the suffix of the street service address	4 a/n				N/A	C	<i>BellSouth Response - SASS, DDASS, and LASS all refer to the same data from the address information. For ex. 450 ½ SW Main St W. In this example "W" is the data for these fields. Response: Required if information exists on CSI.</i>
24	23	ROOM	Room - Identifies the room of the end user's location.	15 A/N			May designate a room, slip, lot, unit, or apartment. When entering other than room number, include "slip", "lot", "unit", "apt", "suite", etc. as part of the entry.	N/A	C	Response: Required if information exists on CSI.
25	24	BLDG	Street Address Building - Identifies the building located at the street address.	9 a/n			Designates the building when there are multiple buildings at one address.	N/A	C	Response: Required if information exists on CSI.
26	25	FLOOR	Floor Number - Identifies the floor of the end user service location.	12 A/N				N/A	C	Response: Required if information exists on CSI.
28	27	SADLO	Service Address Descriptive Location - Identifies additional location information about the service address.	100 a/n				N/A	C	Response: Required if information exists on CSI.
29	28	CITY	City - Identifies the city, village, township, etc. of the end user service location.	25 a/n				N/A	R	
30	29	STATE	State - Identifies the two character postal code for the state/province of the end user service location.	2 a				N/A	R	
31	30	ZIP CODE	Service Address Zip Code - Identifies the zip code or postal code of the service address.	5 N or 9A/N				N/A	R	
33	32	PIC	InterLATA Presubscription Indicator Code - Identifies the presubscription indicator code (PIC) for the carrier the customer has selected for InterLATA traffic.	4 a/n		Valid PIC Code None	None - Customer does not want to pre-subscribe.	N/A	R	
34	33	LPIC	IntraLATA Presubscription Indicator Code - Identifies the presubscription indicator code (PIC) for the carrier the customer has selected for IntraLATA traffic.	4 a/n		Valid PIC Code None	None - Customer does not want to pre-subscribe.	N/A	R	
35	34	ECCKT	Exchange Company Circuit ID - Identifies a provider's circuit identification.	36 A/N		See OBF text for field format	The layout of the field may be defined by the COMMON LANGUAGE standards.	C	C	Query: ECCKT should be populated when AN, WTN or ATN are not populated, otherwise prohibited. Response: Required if information exists on CSI.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS * = Multiple iterations R = Required - Always transmitted C = Conditional - Query - Required or prohibited under specified circumstances specific to other fields. Response - Required if information exists on Customer Records. N/A = Not applicable	QUERY	RESPONSE	COMMENTS
36	35	NC	Network Channel Code - Identifies the network channel code for the circuit(s) involved. The network channel code describes the channel being requested.	4 a/n			The first two alpha characters are the channel service code which identifies the channel service. The third alpha/numeric character identifies the type of conditioning required on the channel. If there is no conditioning required, this position is a hyphen. The fourth alpha character indicates optional features, such as bridging. If no options are required, this position is a hyphen. Channel codes may be used in lieu of NC/NCI codes.	N/A	C	Response: Required if information exists on CSI.
37	36	NCI	Network Channel Interface Code - Identifies the electrical conditions on the circuit at the ACTL/Primary Location.	5-12 a/n		See OBF text for field format	This field must also be compatible with the NC on the request.	N/A	C	Response: Required if information exists on CSI.
38	37	SECNCI	Secondary Network Channel Interface Code Identifies the electrical conditions on the circuit at the secondary ACTL or end user location.	5-12 a/n		See OBF text for field format	This field must also be compatible with the NC on the request.	N/A	C	Response: Required if information exists on CSI.
41	40	FEATURE	Feature Codes Identifies the type of feature associated with the line.	6 a/n			Codes for feature identification may include: USOCs, FIDs, TCIF maintained EDI codes or ISDN Ordering Codes (IOCs).	N/A	R*	May occur multiple times for each associated WTN. Feature information MUST be linked to each associated WTN.
43		FEATDES	Feature Description English description of feature.	35 A/N ??			Field not supported by OBF.	N/A	C*	Response: Required if information exists on CSI.
42	41	FEATURE DETAIL	Feature Detail Identifies additional information for the type of feature associated with the line.	24 a/n				N/A	C*	Response: Required if information exists on CSI.
44	42	PULSE	Pulsing Type Identifies the pulsing of the end user or DID working telephone number.	2 or 4 a/n		DP = Dial Pulse MF = Multi-frequency DTMF = Dual Tone Multi-frequency		N/A	R C	Response: Required if information exists on CSI.
45	43	BLOCK	Blocking Exceptions Identifies the blocking exceptions for the telephone number.	1 a/n		A = No collect & third party B = No third party C = No collect call D = No 1+ H = No Directory Assistance Call Completion (DACC)	This field may be exchanged in multiple iterations.	N/A	C*	Response: Required if information exists on CSI.
46	44	LST	Local Service Termination Identifies the CLLI code of the end office switch from which service is being provided.	11 a/n				N/A	C	Response: Required if information exists on CSI.
47	45	DTK	DID Trunk Quantity Indicates the quantity of DID trunks.	up to 4 n			This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.
48	46	DTGN	DID Trunk Group Number Identifies the DID trunk group number.	3 or 4 n			This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.
49	47	DGOUT	DID Digits Out Indicates the number of digits out pulsed from the central office to the customer's equipment.	2 n		00-99	This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS * = Multiple iterations R = Required - Always transmitted C = Conditional - Query - Required or prohibited under specified circumstances specific to other fields. Response - Required if information exists on Customer Records. N/A = Not applicable	QUERY	RESPONSE	COMMENTS
50	48	DRTI	DID Route Index Number Identifies the route index number assigned to the DID trunk group.	3 N Min 4 N Max			This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.
51	49	DTLI	DID Telephone Line Identifier Identifies the lead telephone line identifier of the DID trunk group.	10 N			This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.
52	50	DTKID	DID Trunk Identifier Identifies the trunk ID of the existing DID service.	10 A/N			This field may be used when DID Service exists.	N/A	C	Response: Required if information exists on CSI.
53	51	HNTYP	Hunting Type Code Identifies the type of hunting involved.	1 n		1 = Preferential 2 = Sequential 3 = Circular 4 = Combination (CENTREX) 5 = Multiple series completion with term numbers 6 = Multiline circular with term numbers	These forms of hunting are generic types and are offered by the provider using various or different names for the hunt type categories.	N/A	C	Response: Required if information exists on CSI.
54	52	HID	Hunt Group Identification Identifies the existing hunt group.	1 or 4 A or up to 3 N			This field may be used with multiple iterations as needed.	N/A	€	Response: Required if information exists on CSI.
55	53	HTSEQ	Hunting Sequence Identifies the sequence of numbers in the hunt group.	10 a/n			This field may be used with multiple iterations as needed.	N/A	C*	Response: Required if information exists on CSI.
57	55	FPI	Freeze PIC Indicator Indicates that the end user requested a freeze option for the PIC, LPIC, or IPIC.	1 a		A = Freeze LSP's Intra B = Freeze LSP's Both Intra and Inter E = Freeze LSP's Inter J = Freeze LSP's End User Customer's Inter K = Freeze LSP's End User Customer's Intra L = Freeze LSP's End User Customer's Both Intra and Inter	Populated if the LSP PIC freeze information is present. No response to this field indicates that PIC freeze is not setup for this end user.	N/A	C	Response: Required if information exists on CSI.
60	58	SGNL	Signaling Identifies the type of signaling requested.	2 a/n		LP = Loop Start E1 = E & M Type 1 E2 = E & M Type 2 E3 = E & M Type 3		N/A	C	Response: Required if information exists on CSI.
61	59	SSIG	Start Signaling - Identifies the type of start signaling requested.	2 a		LS = Loop Start GS = Ground Start WS = Wink Start DD = Delayed Dial IM = Immediate Dial	Only entries of "LS" or "GS" are allowed when SGNL is "LP". Only entries of "WS", "DD", or "IM" are allowed when SGNL is "E1", "E2", or "E3".	N/A	€	Response: Required if information exists on CSI.
63	61	NAME	End User Name - Identifies the name of the end user to whom the directory is to be delivered.	25 a			Name in this field is not intended to be used for directory listings or directory assistance.		○	Required when TXTYP was 'T' (Listing only) or 'M' (CSI plus listing).
66	64	DDAPR	Delivery Address House Prefix - Identifies the prefix for the house number of the delivery address.	5 a/n				N/A	C	Response: Required if information exists on CSI.
67	65	DDANO	Delivery Address House Number - Identifies the house number of the delivery address.	8 N				N/A	C	Response: Required if information exists on CSI.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
FIELD NUMBER	OBF FIELD NUMBER	FIELD NAME	FIELD DESCRIPTION	FIELD LENGTH	USAGE**	VALID ENTRIES	USAGE REQUIREMENTS * = Multiple iterations R = Required - Always transmitted C = Conditional - Query - Required or prohibited under specified circumstances specific to other fields. Response - Required if information exists on Customer Records. N/A = Not applicable	QUERY	RESPONSE	COMMENTS
68	66	DDASF	Delivery Address House Number Suffix - Identifies the suffix for the house number of the delivery address.	5 a/n				N/A	C	<i>BellSouth Response - For ex. 450 ½ SW Main St W. SASF, DDASF, and LASF all refer to the data of ½ in this example.</i> Response: Required if information exists on CSI.
69	67	DDASD	Delivery Address Street Directional - Identifies the street directional of the delivery address.	2 a		E = East; W = West; N = North; S = South; NE = Northeast; NW = Northwest; SW = Southwest; SE = Southeast		N/A	C	Response: Required if information exists on CSI.
70	68	DDASN	Delivery Address Street Name - Identifies the street name of the delivery address.	50 a/n			Required when the delivery address differs from the service address, otherwise optional.	N/A	C	Response: Required if information exists on CSI.
71	69	DDATH	Delivery Address Thoroughfare - Identifies the thoroughfare portion of the street name of the delivery address.	10 a/n				N/A	C	Response: Required if information exists on CSI.
72	70	DDASS	Delivery Address Street Suffix - Identifies the street suffix to the street name of the delivery address.	4 a/n				N/A	C	<i>BellSouth Response - SASS, DDASS, and LASS all refer to the same data from the address information. For ex. 450 ½ SW Main St W. In this example "W" is the data for these fields.</i> Response: Required if information exists on CSI.
73	71	DDALO	Delivery Address Location - Identifies additional location information about the delivery address, such as an apartment number, suite, floor, room, etc.	30 a/n				N/A	C	Response: Required if information exists on CSI.
74	72	DDADLO	Delivery Address Descriptive Location - Identifies additional location information about the delivery address, (e.g. the trailer behind the gas station)	100 a/n				N/A	C	Response: Required if information exists on CSI.
75	73	DDALOC	Delivery Address Locality - Identifies the locality or community where the directory is to be delivered.	35 a/n			The community name must be spelled out in full.	N/A	C	Response: Required if information exists on CSI.
76	74	DDAST	Delivery Address State/Province - Identifies the State/Province of the delivery address.	2 a				N/A	C	Response: Required if information exists on CSI.
77	75	DDAZC	Delivery Address Zip Code - Identifies the postal code of the delivery address.	5 N				N/A	C	Response: Required if information exists on CSI.
79	77	DIRTYP	Directory ID Type - Identifies the type of the directory (e.g. W, Y, B, O) to be delivered.	1 a/n			May indicate the white page directory, yellow page directory that a customer is requesting when there are separate white and yellow page directories and/or multiple yellow page directories; the business to business directory or the other book directory. For Cobound directories a code of 'W' will be used. Required when YPPA code does not exist or is ambiguous.	N/A	C	<i>BellSouth Response - Yes, this field drives the type of directory delivered.</i> Response: Required if DIRQTYA is populated, otherwise prohibited.
80	78	DIRQTYA	Number of Directories for Annual Delivery - Identifies the number of directories to be delivered on an annual basis.	Up to 4 n				N/A	C	<i>BellSouth Response - DIRQTY - Identifies the number of directory type segments in this delivery address section. The DIRQTY field is not supported by BST.</i> Response: Required if DIRTYP is populated, otherwise prohibited.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
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81	79	RTY	Record Type - Identifies the type of listing that exists with respect to pricing and tariffs.	3 a		<u>1st Character (Area)</u> F = Foreign L = Local S = Secondary listing <u>2nd & 3rd Char. (Type)</u> AL = Additional listing AM = Additional main AS = Answer service CM = Client main CR = Cross reference listing ML = Main listing SP = Special Text AC - Alternate Call		N/A	C	Response: Required if information exists on CSI.
82	80	LTY	Listing Type - Identifies the type of listing that exists with respect to publication and Directory Assistance (DA) appearance rules.	1 n		1 = Listed - appears in DA and the directory 2 = Non-listed - appears only in DA 3 = Non-Pub - does not appear in the directory nor DA, customer never wants to be contacted		N/A	C	Response: Required if information exists on CSI.
83	82	TT-TDD	TTY or TDD Indicator - Identifies that this listing should have special TTY or TDD phrase included.	1 n		1 = TDD only 8 = TDD and voice		N/A	C	<i>This field is for TTY/TTD listing phrase (BST comment).</i> Response: Required if information exists on CSI.
84	82	STYC	Style Code - Identifies whether the listing is a straight line, caption header, etc.	2 a		CI = Caption Indent SH = SLU Header SI = SLU Indent SL = Straight Line		N/A	C	Response: Required if information exists on CSI.
85	83	TOA	Type of Account - Identifies the type of account for this listing.	2 a		B = Business <i>Firm Name</i> BP = Business Class, Person Name RP = Residence Class, Business <i>Firm Name</i>	Determines placement in split directories and directory assistance.	N/A	R	Response: Required if information exists on CSI.
86	84	LTN	Listed Telephone Number - Identifies the telephone number requested to be placed in the directory and/or quoted in directory assistance.	10 N				N/A	C	Required if information exists on CSI.
87	85	NSTN	Non Standard Telephone Number - Identifies a telephone number which is not in the standard North American Numbering Plan format, e.g., vanity numbers, Enterprise, 911.	20 a/n				N/A	C	Response: Required if information exists on CSI.
90	88	LNLN	Listed Name Last - Identifies the first word for business listings or the complete last name for residence listings.	50 a/n				N/A	C	Response: Required if information exists on CSI.
91	89	LNFN	Listed Name First - Indicates all except the first word for business listings or all of the first name or names and middle name/initials for residence listings.	100 a/n				N/A	C	Response: Required if information exists on CSI.

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CLEC User Requirements**

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92	90	LNPL	Listing Name Placement - Identifies the placement of the listing based on the LNLN field.	1 a		L = Letter Placement	Listing placement will default to word placement unless "L" (Letter Placement) is specified.	N/A	C	Response: Required if information exists on CSI.
93	91	PLA	Place Listing As - Identifies the special filing words that should be used instead of the listed name if the customer wishes to override the normal sequencing.	80 a/n			This is used, in particular for words that are numeric. May be in upper or lower case.	N/A	C	Response: Required if information exists on CSI.
94	92	DES	Designation - Identifies the professional designation phrase of the business listing.	25 a/n				N/A	C	Response: Required if information exists on CSI.
95	93	TL	Title of Lineage - Indicates a phrase used to designate lineage of a listed person, e.g. Jr., Sr., III, etc.	12 a/n				N/A	C	Response: Required if information exists on CSI.
96	94	TITLE1	Title of Address 1 - Identifies the title of address 1 of a directory listing user, e.g. Mr., Fr., DDS, etc.	12 a/n			May contain academic degree abbreviation.	N/A	C	Response: Required if information exists on CSI.
97	95	TITLE2	Title of Address 2 - Identifies the additional title of address of a directory listing user, e.g. Mr., Fr., DDS, etc.	12 a/n				N/A	C	Response: Required if information exists on CSI.
98	96	NICK	Listing Nickname - Indicates the listed person's nickname.	12 a/n			This is in addition to the Listed Name fields (LNLN, LNFN)	N/A	C	Response: Required if information exists on CSI.
101	99	LAPR	Listed Address House Prefix - Identifies the prefix for the house number of the listed address.	5 a/n				N/A	C	Response: Required if information exists on CSI.
102	100	LANO	Listed Address House Number - Identifies the house number of the listed address.	8 a/n				N/A	C	Response: Required if information exists on CSI.
103	101	LASF	Listed Address House Number Suffix - Identifies the suffix for the house number of the listed address.	5 a/n				N/A	C	Response: Required if information exists on CSI.
104	102	LASD	Listed Address Street Directional - Identifies the street directional of the listed address.	2 a		E = East; W = West; N = North; S = South; NE = Northeast; NW = Northwest; SW = Southwest; SE = Southeast		N/A	C	Response: Required if information exists on CSI.
105	103	LASN	Listed Address Street Name - Identifies the street name of the listed address.	50 a/n			If no street name exists, it may be a rural route, general delivery or other description for the delivery/listed destination.	N/A	C	Response: Required if information exists on CSI.
106	104	LATH	Listed Address Thoroughfare - Identifies the thoroughfare portion of the street name of the listed address.	10 a/n			Optional when the LASN is populated, otherwise prohibited.	N/A	C	Response: Required if information exists on CSI.
107	105	LASS	Listed Address Street Suffix - Identifies the street suffix to the street name of the listed address.	4 a/n				N/A	C	<i>BellSouth Response - SASS, DDASS, and LASS all refer to the same data from the address information. For ex. 450 ½ SW Main St W. In this example "W" is the data for these fields.</i> Response: Required if information exists on CSI.

**Customer Service Information Record
CLEC User Requirements**

OBF LSOG 4										
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109	107	LALOC	Listed Address Locality - Identifies the locality or community to be listed.	35 a/n			The community name must be spelled out in full. Publishing appearance of community determined by local practices.	N/A	C	Response: Required if information exists on CSI.
112	110	LXTY	Listed Text Type - Identifies the type of the associated text that will appear in the directory to assist the end user.	3 a		AC = Alternate Call CR = Cross Reference ITX = Indent Text WPP = White Page Product Text <i>DL = Designer Extra Line</i> <i>DLB = Designer Extra Bold</i> <i>DLS = Designer Extra Script</i> <i>LSC = Listing Set-Up Code</i> <i>SP = Special Text</i>	This is associated with an LTEXT element. "CR" is only valid if characters 2 and 3 of the RTY field are "CR". "WPP" is only valid if the WPP field is populated. "TNC", "TNL" and "TNR" are only valid if associated with a listing that has a telephone number and the OMTN field is not "0". There may be character restrictions based upon local practices and Internet standards for E-mail and Internet text. "ITX" and "ITD" are only valid if the DOI field is not "0", and if a listing has an "ITD" entry, it must immediately follow an "ITX" entry.	N/A	C	Response: Required if information exists on CSI.
113	111	LTXNUM	Line of Text Reference Number - Identifies each line of information with a unique number.	4 n			The LTXNUM is customer assigned. Once LTXNUM is generated, it cannot be changed and is retained through completion of the request. The values are to be assigned consecutively and must be unique throughout the request at the DLNUM level. When multiple lines of text are requested for a single LXTY type, they indicate the sequence in which they are requested to appear.	N/A	C	Response: Required if information exists on CSI.
114	112	LTEXT	Listing Text - Identifies the descriptive or informative text that will appear in the directory to assist the end user.	250 a/n			This is associated with a listing line. Used for text on special white page product, lines of telephone text, e-mail address or internet address text.	N/A	C	Response: Required if information exists on CSI.
116	114	SIC	Standard Industrial Classification - Identifies the primary function of a customer's business.	3 or 4 N			The codes are established by the U.S. Government. The standard industrial classification codes are assigned to businesses as it relates to their type of primary business involvement. May also appear on some residential listings.	N/A	C	Response: Required if information exists on CSI.

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117	115	YPH	Yellow Page Heading Code - Identifies the heading under which a business listing will appear in the yellow pages.	6 N			Only applies if the listing is a main or alternate user listing. This may be the header code when the listing was first submitted and may not be the code that the publisher has changed based on negotiations with the end user.	N/A	C	<i>BellSouth response: YPH - Data Characteristics = 6 Numerics. BellSouth provides YPH & YPHV together (code & english).</i> Response: Required if information exists on CSI.
118	116	YPHV	Yellow Page Heading Verbiage Identifies the heading under which a business listing will appear in the yellow pages.	200 a/n			Only applies if the listing is a main or alternate user listing. This may be the header when the listing was first submitted and may not be the heading that the publisher has changed based on negotiations with the end user.	N/A	C	<i>BellSouth Response - The YPHV field is not supported by BST.</i> Response - Required if information exists on CSI.
119	117	ADI	Address Indicator - Identifies that listing address elements should be omitted from directory assistance and published directories.	1 a		Y = Omit address in DA and Directory	If data elements from the listed address segment are to be published and shown on Directory assistance, populate only those fields in the listed address, do not use this field. Required when positions 2 and 3 of the RTY field are "CR", otherwise optional.	N/A	C	Response - Required if information exists on CSI.
121	119	DIRSUB	Directory Subsection - Identifies the subsection of a directory in which to place the listing.	35 a/n		Directory subsection name		N/A	C	<i>BellSouth Response - Yes, the DIRSUB field is supported by BST.</i> Response - Required if information exists on CSI.
122	120	DIRNAME	Directory Name - Identifies the name of a directory in which the listing exists.	35 a/n		Directory name		N/A	C	<i>BellSouth Response - DIRNAME - The DIRNAME field in the "Listing Indicator Section" is supported by BST. The DIRNAME field in the "Directory Delivery Section" is not supported by BST.</i> Response - Required if information exists on CSI.
123	121	DML	Direct Mail List - Identifies whether this listing is to be omitted from any direct mail lists.	1 a		Y = Yes		N/A	O	<i>BellSouth Response - Yes, the DML field is supported by BST.</i> Response - Required if information exists on CSI.
126	124	DLNM	Dual Name Listing - Indicates that this listing contains multiple first names, e.g. Smith, Betty & John and that both should appear in directory assistance.	1 a		Y = Yes		N/A	C	Required when LNPN is a dual name, otherwise prohibited.
127	125	BRO	Business/Residence Placement Override - Identifies an override of the normal placement of business or residence listings.	1 a		B = Place listing only in business section in directory and DA R = Place listing only in residence section in directory and DA		N/A	C	Response - Required if information exists on CSI.
129	127	WPP	White Page Products - Identifies information about the White Page Products, Signature Listings, Personality Logo and Lines of Distinction.	3 A		DB = Designer Bold DBP = Designer Bold Plus DS = Designer Script DSP = Designer Script Plus	Multiple values may be supplied and are separated by commas.	N/A	O	Response - Required if information exists on CSI.

**Customer Service Information Record
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132	130	ALI	Alpha/Numeric Listing Identifier Code Identifier assigned to each listing to uniquely identify a listing for a MTN from a customer.	3	A		Allows for multiple listings for the same MTN from a single customer. Unique for life of listings and spans requests. Used to relate listing request to confirmation and error detail.	N/A	C	Response - Required if information exists on CSI.
135		RESPC	Response Code - A code on the response transaction that represents what occurred on the associated query transaction.	3	n	001 through 500 - OBF recommended code values; 501 through 999 - Provider specific use	Field introduced in OBF issue 1671. Non-OBF supported field for CSI. Field has been reconized by OBF as valid for other pre-order functions identified in the LSOG 120 practice. Multiple iterations of this field may be provided as needed on response.		R*	See Response Code Matrix for defined values.
136		RESPD	Response Description - Identifies text used to clarify what exception or error occurred on the response for the associated inquiry transaction.	80	a/n		Field introduced in OBF issue 1671. May be used in combination with the RESPC field to further clarify the condition encountered. Non-OBF supported field for CSI. Field has been reconized by OBF as valid for other pre-order functions identified in the LSOG 120 practice. Multiple iterations of this field may be provided as needed on response.		R*	See Response Code Matrix for defined values.

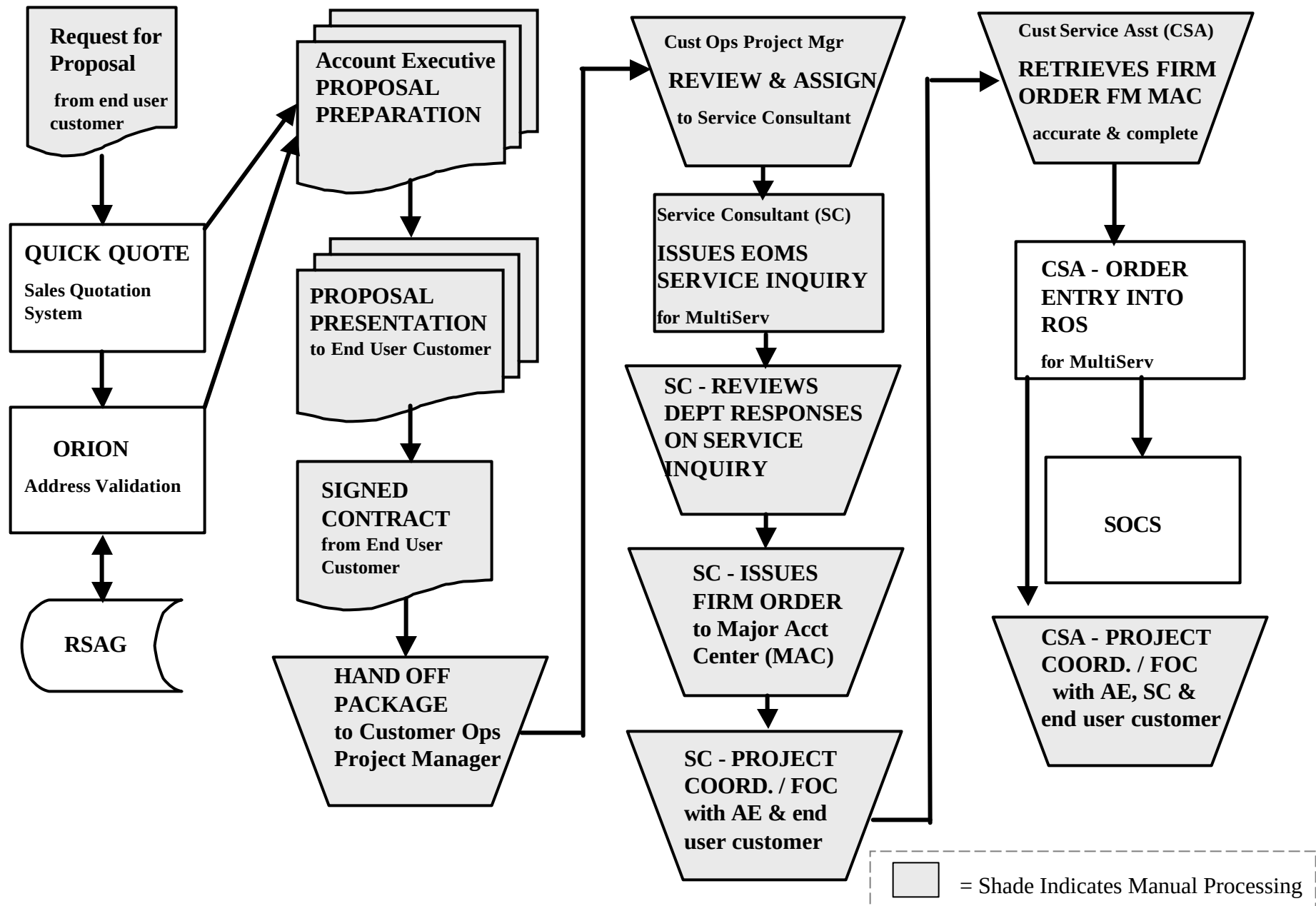
Transmittal Cover Sheet for Pate Exhibit RMP-34

This sheet transmits the

CLEC Complex Services MultiServ® Diagram

which consists of 1 page.

BST RETAIL: **Complex Services - MultiServ®**



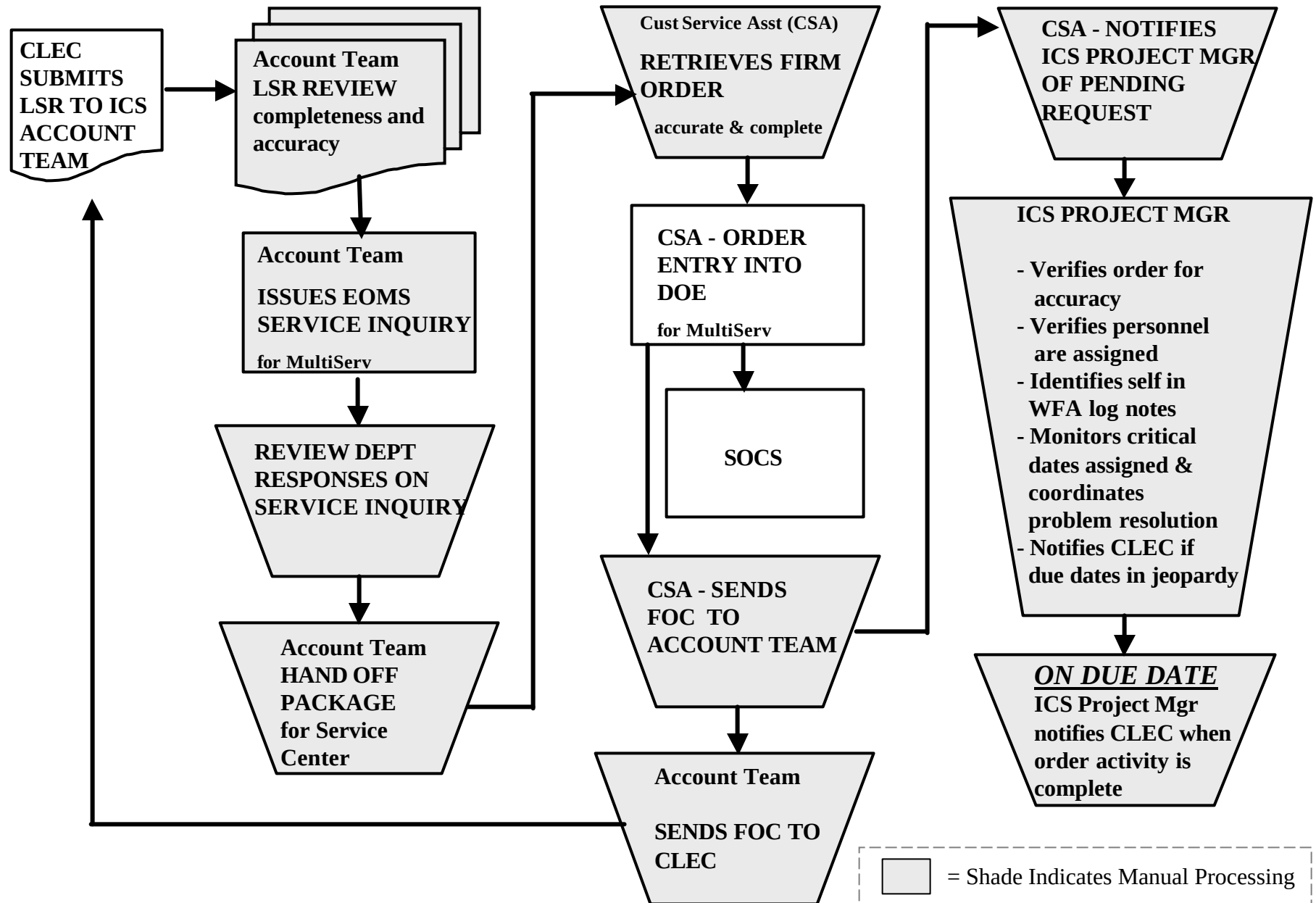
Transmittal Cover Sheet for Pate Exhibit RMP-35

This sheet transmits the

BellSouth Retail Complex Services MultiServ® Diagram

which consists of 1 page.

CLEC: Complex Services - MultiServ®

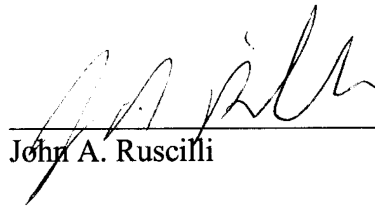


STATE OF GEORGIA

COUNTY OF FULTON

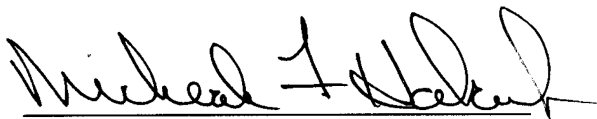
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared John A. Ruscilli, Senior Director, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in "The Petition by AT&T Communications of the South Central States, Inc., and TCG of Ohio for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252," Commission Case No. 2000-465, and if present before the Commission and duly sworn, his direct testimony would be set forth in the annexed transcript consisting of 56 pages and 1 exhibit(s).



John A. Ruscilli

SWORN TO AND SUBSCRIBED BEFORE ME this
2nd day of Feb, 2000.



NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF JOHN A. RUSCILLI
3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
4 CASE NO. 2000-465
5 FEBRUARY 6, 2001
6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS
9 ADDRESS.
10
11 A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director for
12 State Regulatory for the nine-state BellSouth region. My business address is 675
13 West Peachtree Street, Atlanta, Georgia 30375.
14
15 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
16 AND EXPERIENCE.
17
18 A. I attended the University of Alabama in Birmingham where I earned a Bachelor of
19 Science Degree in 1979 and a Master of Business Administration in 1982. After
20 graduation I began employment with South Central Bell as an Account Executive in
21 Marketing, transferring to AT&T in 1983. I joined BellSouth in late 1984 as an
22 analyst in Market Research, and in late 1985 moved into the Pricing and Economics
23 organization with various responsibilities for business case analysis, tariffing, demand
24 analysis and price regulation. I served as a subject matter expert on ISDN tariffing
25 in various commission and public service commission staff meetings in Tennessee,
26 Florida, North Carolina and Georgia. I later moved into the State Regulatory and

1 External Affairs organization with responsibility for implementing both state price
2 regulation requirements and the provisions of the Telecommunications Act of 1996,
3 through arbitration and 271 hearing support. In July 1997, I became Director of
4 Regulatory and Legislative Affairs for BellSouth Long Distance, Inc., with
5 responsibilities that included obtaining the necessary certificates of public
6 convenience and necessity, testifying, Federal Communications Commission
7 ("FCC") and PSC support, federal and state compliance reporting and tariffing for
8 all 50 states and the FCC. I assumed my current position in July 2000.

9
10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

11
12 A. The purpose of my testimony is to present BellSouth's position on numerous issues
13 as raised by AT&T Communications of the South Central States, Inc. and TCG
14 Ohio (collectively "AT&T") in its Petition for Arbitration filed with the Kentucky
15 Public Service Commission ("Commission") on October 5, 2000. BellSouth
16 witnesses Mr. Keith Milner and Mr. Ron Pate will also file direct testimony in this
17 case. In my testimony, I respond to the following issues, in whole or in part, as
18 stated in the Issues Matrix: 1, 4-7, 9, 13, 18, 21 and 25.

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23
24 ***Issue 1: Should calls to Internet service providers be treated as local traffic for the***
25 ***purposes of reciprocal compensation? (Attachment 3)***
26

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. Reciprocal compensation should not apply to ISP-bound traffic. Based on the
4 Telecommunications Act of 1996 (the "Act") and the FCC's Local Competition
5 First Report and Order issued August 8, 1996 ("Local Competition Order"),
6 reciprocal compensation obligations under Section 251(b)(5) apply only to local
7 traffic. ISP-bound traffic constitutes access service, which clearly is not local traffic.
8 Consequently, inter-carrier compensation for joint provision of this service is not an
9 obligation under the Act. Also, such service is predominantly interstate in nature and
10 is within the exclusive jurisdiction of the FCC.

11

12 Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

13

14 A. Although AT&T has publicly stated that ISP-bound traffic is access traffic, AT&T
15 wants ISP-bound traffic to be treated as local traffic for purposes of reciprocal
16 compensation. As I will show, AT&T's position is clearly at odds with the FCC's
17 findings and should not be endorsed by this Commission.

18

19

20

21

22 Q. DOES IT MAKE SENSE FOR ONE LEC TO PAY RECIPROCAL
23 COMPENSATION TO ANOTHER LEC FOR ISP-BOUND TRAFFIC
24 ORIGINATED BY A LOCAL SERVICE CUSTOMER?

25

26 A. No. In order to explain why it is inappropriate for one LEC to provide such

1 compensation to another LEC for ISP-bound traffic, first let me step through the
2 more familiar situation of compensation for long distance calls that, of course, involve
3 an interexchange carrier ("IXC"). In my example, I am going to assume that
4 BellSouth has an extended area service arrangement with GTE and that the IXC's
5 (AT&T in my example) point of presence is in GTE's service area.

6
7 Let's assume that end user A, who obtains local service from BellSouth, subscribes
8 to AT&T for its long distance service. The end user would pay BellSouth each
9 month for his local service. When end user A places a long distance call, as
10 opposed to a local call, end user A pays AT&T for the call. AT&T then pays both
11 BellSouth and GTE for the portion of originating switched access service provided
12 by each company. There is absolutely no dispute that payment for an inter-company
13 long distance call is made in this manner.

14
15 Now, let's compare what occurs when end user A subscribes to Internet service.
16 Just as with long distance service, end user A must subscribe separately for Internet
17 service. In effect, end user A presubscribes to an ISP for Internet service. Instead
18 of building facilities to end users, an ISP collects access traffic over facilities it leases
19 from a LEC just like a long distance company does. For the purpose of continuing
20 the example, let's assume the ISP obtains its access service from GTE and is located
21 in GTE's portion of that same extended area service that I described earlier. As in
22 the long distance example, end user A pays BellSouth for his local exchange service.
23 End user A also pays the ISP for his Internet access, just like he pays for long
24 distance service, although the ISP service may be flat-rated rather than usage-based
25 as are toll rates. However, the ISP, unlike the IXC, does not pay BellSouth for
26 originating traffic that BellSouth is helping to carry from the ISP's customer to the

1 ISP's location where the call will go out over the Internet.

2

3 It is obvious from these examples that, when end user A accesses the Internet
4 through an ISP who is a customer of GTE, the only party not being compensated for
5 the costs it incurs is BellSouth. In the first example detailing a typical long distance
6 call, AT&T would pay both BellSouth and GTE originating switched access.
7 However, in the second example, the ISP only pays GTE for the access service it
8 receives. BellSouth does not receive any compensation for this call even though it
9 incurs costs on behalf of the ISP.

10

11 Indeed, if ISPs had not been exempted by the FCC from paying access charges for
12 the access service they receive, BellSouth would receive originating access from the
13 ISP just like it would from AT&T in the long distance example. GTE would only
14 receive a portion of the full access charges paid by AT&T. However, due to the
15 exemption, the ISP only pays basic local business rates to the service provider who
16 provided the connection to its premises – in this case, GTE. Therefore, since
17 BellSouth is not compensated for delivery of ISP-bound traffic, it would be
18 nonsensical for GTE to claim that it is somehow owed additional compensation from
19 BellSouth for such traffic. GTE is receiving its compensation from the ISP. If
20 reciprocal compensation were required for this traffic, the additional payment would
21 be nothing more than a windfall for GTE. Indeed, GTE would be paid both by the
22 ISP and by BellSouth for the same traffic.

23

24 Q. IS IT REASONABLE TO CONCLUDE THAT THE ACT REQUIRES
25 RECIPROCAL COMPENSATION TO APPLY TO ISP-BOUND TRAFFIC?

26

1 A. No. It does not make sense to think that Congress intended for the Act to create a
2 windfall for competitive local exchange carriers (“CLECs”); however, paying
3 reciprocal compensation for ISP-bound traffic cannot be viewed as anything but a
4 windfall. The huge dollar amounts being billed by CLECs to ILECs do not represent
5 revenues that CLECs have earned as a result of providing local service. Nor do
6 these dollar amounts represent cost recovery for completing local calls originated by
7 BellSouth’s end users. To the contrary, these revenues represent new money for
8 CLECs resulting from an inappropriate application of reciprocal compensation.
9 However, there are no new revenues or cost reductions for BellSouth to fund these
10 new revenues for CLECs.

11
12
13
14 Q. OTHER THAN THE REASONS YOU HAVE JUST PROVIDED, ARE THERE
15 OTHER REASONS THAT PAYMENT TO CLECs FOR ISP-BOUND
16 TRAFFIC WOULD BE INAPPROPRIATE?

17
18 A. Yes. Specifically, the local exchange rates paid by end user customers were never
19 intended to recover costs associated with providing non-local service. Indeed, those
20 rates were established long before the Internet became popular. Local exchange
21 rates provide compensation (and, often, not adequate compensation) only for calls
22 that originate and terminate in the same local calling area. ISP-bound traffic
23 characteristics and volume, which vary significantly from local traffic, were never
24 considered when basic local exchange rates were established.

25
26 Q. DO THE LOCAL INTERCONNECTION RATES PREVIOUSLY

1 ESTABLISHED BY THE COMMISSION REFLECT ISP-BOUND TRAFFIC?

2
3 A. No. The local interconnection rates approved by this Commission in Case Nos. 96-
4 431 and 96-482, as well as those being considered by the Commission in
5 Administrative Case No. 382, were based on cost studies specific to originating
6 local traffic. Switching costs have two major components – call set-up costs and call
7 duration costs. Call set-up costs occur irrespective of how long the call actually
8 lasts, and are a significant part of the costs of originating calls. Conversely, call
9 duration costs are specifically related to how long the call actually lasts. On average,
10 a local call is 3 minutes long, so the call set-up cost is divided by 3 in order to
11 recover the cost on a per minute basis. Then, the per minute duration cost is added
12 to the per minute set-up cost. The result is the per minute cost for originating calls.
13 For simplicity, this same rate has been used for reciprocal compensation applicable
14 to local traffic.

15
16 While the typical call duration for a local call is approximately three minutes, an
17 Internet session generally lasts much longer than three to four minutes. According to
18 Nielson/NetRatings, for the month of December, 2000, 98.7 million persons out of
19 158.3 million persons who have access to the Internet from their homes actually
20 surfed the Internet.¹ The average time spent surfing the Net was over thirty-one
21 minutes per individual session, with an average of 17 sessions per month and an
22 average of 9 unique sites visited. A cost study done to represent the costs caused
23 by a 30-minute call would involve dividing the call set-up cost by 30 (rather than by
24 3). Obviously, this would result in a significantly lower per minute cost for an ISP-

¹ Nielson/NetRatings, “Average Web Usage, Month of December, 2000, U.S.”:
<http://209.249.142.27/nnpm/owa/nrpublicreports.usagemonthly>, 1/23/01.

1 bound call.

2

3 Again, the rates this Commission approved for local interconnection are
4 appropriately based on costs associated with an average originated local call of
5 approximately three minutes. This discussion is provided simply to demonstrate that
6 per minute costs would be different if long-duration ISP-bound traffic were
7 considered.

8

9

10

11 Q. IS BELLSOUTH'S POSITION REGARDING JURISDICTION OF ISP-
12 BOUND TRAFFIC CONSISTENT WITH THE FCC'S FINDINGS AND
13 ORDERS?

14

15 A. Yes. BellSouth's position is supported by, and is consistent with, the FCC's findings
16 and Orders stating that, for jurisdictional purposes, traffic must be judged by its end-
17 to end nature, and must not be judged by looking at individual components of a call.
18 BellSouth's position is also consistent with the FCC's historical treatment of ISP
19 traffic. Therefore, for purposes of determining jurisdiction for ISP-bound traffic, the
20 originating location and the final termination must be looked at from an end-to-end
21 basis. BellSouth's position is consistent with long-standing FCC precedent and has
22 been reaffirmed numerous times. For example, in its December 23, 1999 Order on
23 Remand, Footnote 73, the FCC lists its previous decisions in 1988, 1992, 1995 and
24 1997 reaching the same conclusion about the end-to-end nature of ISP traffic.
25 Clearly, the prevailing view of the FCC has been that jurisdiction of a call is

1 determined by its end points and that ISP traffic is jurisdictionally interstate access
2 service.

3

4 The FCC's position is clear that no part of an ISP-bound communication terminates
5 at the facilities of an ISP. Once it is understood that ISP-bound traffic "terminates"
6 only at distant websites, which are almost never in the same exchange as the end-
7 user, it is evident that these calls are not local.

8

9

10 Q. WHAT IS THE STATUS OF THE FCC'S FEBRUARY 26, 1999
11 DECLARATORY RULING?

12

13 A. On March 24, 2000, the D.C. Circuit Court of Appeals vacated the FCC's
14 Declaratory Ruling and remanded it "for want of reasoned decision-making." (*Bell*
15 *Atlantic Telephone Companies v. FCC*, 206 F. 3d 1 (D.C. Cir. 2000)) ("D.C.
16 Order"). The D.C. Order, however, does not contradict the FCC's conclusion that
17 ISP-bound traffic is non-local traffic. It simply puts the burden back on the FCC to
18 provide further documentation or reasoning for its decision. The D.C. Order states,
19 "[b]ecause the Commission has not supplied a real explanation for its decision to
20 treat end-to-end analysis as controlling, we must vacate the ruling and remand the
21 case." (D.C. Order at 8).

22

23 In its decision, the D.C. Circuit Court recognized that, under the FCC's regulations,
24 reciprocal compensation is due on calls to the Internet if, and only if, such calls
25 "terminate" at the ISP's local facilities. The Court held, however, that the FCC had
26 not adequately explained its conclusion that calls to an ISP do not terminate at the

1 ISP's local point of presence but instead at a distant website. It therefore remanded
2 the matter to allow the FCC to provide a "satisfactory explanation." The Court also
3 found that the FCC had not adequately addressed in its Declaratory Ruling whether
4 ISP-bound traffic was exchange service or exchange access service.

5
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9 Q. WHAT ARE THE IMPLICATIONS OF THE D.C. CIRCUIT COURT'S
10 DECISION ON THIS ISSUE?

11
12 A. The D.C. Circuit Court's action has no effect on the determination that ISP-bound
13 traffic is access traffic. The Declaratory Ruling simply reiterated previous findings of
14 the FCC. Those findings are in other effective orders of the FCC, as previously
15 discussed, and were not affected by the D.C. Circuit Court's ruling.

16
17 For example, in its August 22, 1983, Memorandum Opinion and Order in CC
18 Docket No. 78-72, the FCC addressed whether to assess surcharges on enhanced
19 service providers, of which ISPs are a subset. It stated that "were we at the outset
20 to impose full carrier usage charges on enhanced service providers ... who are
21 currently paying local business exchange service rates *for their interstate*
22 *access...*". (¶84, emphasis added). The FCC reiterated its position that such traffic
23 is jurisdictionally interstate in its orders in 1987 (Notice of Proposed Rulemaking,
24 Amendments of Part 69 of the Commission's Rules Relating to Enhanced Service
25 Providers, FCC 87-208, released July 17, 1987) and 1999 (Order on Remand,
26 *Deployment of Wireline Services Offering Advanced Telecommunications*

1 *Capability*, FCC 99-413, 1999 WL 1244007 issued Dec. 23, 1999 (“Advanced
2 Services Order on Remand”)).

3

4

5

6 Q. HAS THE FCC ALREADY ADDRESSED ONE OF THE PRIMARY
7 CONCERNS RAISED IN THE D.C. CIRCUIT COURT’S ORDER?

8

9 A. Yes. The D.C. Circuit Court concluded that the FCC had not sufficiently explained
10 in the order under review why Internet service constituted “exchange access” and
11 not “telephone exchange service.” At the same time, however, the Court
12 acknowledged that the “statute appears ambiguous as to whether calls to ISPs fit
13 within ‘exchange access’ or ‘telephone exchange service’ and on that view any
14 agency interpretation would be subject to judicial deference.” (D.C. Order at 9). In
15 its Advanced Services Order on Remand, at ¶ 43, the FCC explained in detail that
16 calls to ISPs of the sort at issue here constitute interstate “exchange access” not
17 “telephone exchange service.” The D.C. Circuit Court declined to consider that
18 conclusion, however, because “[t]he Commission . . . did not make this argument in
19 the ruling under review.” (Id. at 9).

20

21 Q. HOW DOES THE FCC BELIEVE THE D.C. CIRCUIT COURT’S ACTIONS
22 WILL AFFECT ITS CONCLUSIONS REGARDING THE NATURE OF ISP-
23 BOUND TRAFFIC?

24

25 A. The FCC has already indicated informally that it believes it can provide the
26 requested clarification and support the conclusion it previously reached -- that is, that

1 Internet-bound calls do not terminate locally. See TR Daily, *Strickling Believes*
2 *FCC Can Justify Recip. Comp. Ruling in Face of Remand*, March 24, 2000
3 (stating that the Chief of the FCC's Common Carrier Bureau "still believes calls to
4 ISPs are interstate in nature and that some fine tuning and further explanation should
5 satisfy the court that the agency's view is correct").
6

7 Q. HOW DOES THE D.C. CIRCUIT COURT'S TREATMENT OF THE FCC'S
8 DECLARATORY RULING AFFECT A STATE COMMISSION'S
9 COMMISSION TO ADDRESS AN INTER-CARRIER COMPENSATION
10 MECHANISM FOR ISP-BOUND TRAFFIC?
11

12 A. The D.C. Circuit Court's action could have a substantial impact on whether states
13 can address the issue of compensation for ISP-bound traffic in arbitration
14 proceedings. The Declaratory Ruling was the only order which specifically
15 authorized states to develop a compensation mechanism for ISP-bound traffic.
16 Unlike the issue of the jurisdictional nature of the traffic, which is addressed in
17 several other orders, no other order has conferred authority on the states to develop
18 such a mechanism. Obviously, since the Declaratory Ruling is vacated, and it was
19 the only order conferring authority to the state commissions, there now is no order
20 conferring such authority. In fact, the Court pointed out that its having vacated the
21 FCC's ruling leaves the incumbents "free to seek relief from state-authorized
22 compensation that they believe to be wrongfully imposed." (D.C. Order at 9).
23

24 Q. HAS ANOTHER COMMISSION IN BELLSOUTH'S REGION RULED ON
25 THIS SAME ISSUE IN AT&T'S ARBITRATION WITH BELLSOUTH?
26

1 A. Yes. In its Order issued January 30, 2001, the Public Service Commission of South
2 Carolina approved the language proposed by BellSouth for inclusion in the
3 Interconnection Agreement, finding that ISP-bound traffic is non-local interstate
4 traffic that is not subject to the reciprocal compensation obligations of the 1996 Act.
5 (SCPSC Order at page 12). In support of its decision, the South Carolina
6 Commission stated:

7 In the record before this Commission in the instant arbitration, AT&T agrees
8 that the traffic in question is interstate, not local. This traffic does not
9 originate and terminate in the same local service area under any viable theory
10 that has been advanced in this case. As the Massachusetts and Colorado
11 Commissions have so clearly stated, the conclusion that AT&T wants this
12 Commission to reach is not in the public interest and in fact creates
13 disincentives for CLECs to offer residential or advanced services
14 themselves. (SCPSC Order at pages 11-12).

15

16 Q. WHAT ACTION IS BELLSOUTH REQUESTING THE COMMISSION
17 TAKE?

18

19 A. BellSouth requests that the Commission find that reciprocal compensation is not due
20 on ISP-bound traffic because such traffic constitutes access service, and the
21 reciprocal compensation obligations under Section 251(b)(5) apply only to local
22 traffic. BellSouth is aware that the Commission ruled on this same issue in the ICG
23 Arbitration, finding that “in the wake of the FCC’s pending determination, the most
24 reasonable method of compensation is at the current rate for local calls. However, in
25 addition the parties should track the minutes or use for calls to ISPs and be prepared
26 to ‘true-up’ the compensation consistent with the FCC’s decision. Thus, the

1 compensation ordered herein for ISP-bound traffic should be retroactively ‘trued-
2 up’ to the level of compensation ultimately adopted by the FCC.” (ICG Order
3 dated March 2, 2000, at page 3). Rather than taking the Commission’s time to re-
4 litigate this issue, and without waiving its right to appeal or to seek judicial review on
5 this issue, BellSouth is willing to agree to abide by the ICG Order on this issue in this
6 arbitration.

7
8 ***Issue 4: What does “currently combines” mean as that phrase is used in 47 C.F.R. §***
9 ***51.315(b)? (Attachment 2)***

10 ***Issue 5: Should BellSouth be permitted to charge AT&T a “glue charge” when***
11 ***BellSouth combines network elements?***

12
13 Q. PLEASE BRIEFLY EXPLAIN THESE ISSUES.

14
15 A. These issues simply address whether BellSouth is obligated to combine unbundled
16 network elements (“UNEs”) for CLECs when the elements are not already
17 combined in BellSouth’s network.

18
19 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

20
21 A. BellSouth’s position is that it will provide combinations to AT&T at cost-based
22 prices if the elements are, in fact, combined and providing service to a particular
23 customer at a particular location. That is, BellSouth will make combinations of UNEs
24 available to AT&T consistent with BellSouth’s obligations under the 1996 Act and
25 applicable FCC rules. As the Eighth Circuit Court of Appeals confirmed in its July
26 18, 2000 decision, BellSouth has no obligation to combine network elements for

1 CLECs when those elements are not currently combined in BellSouth's network.

2

3 Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

4

5 A. Apparently, AT&T continues to believe that "currently combined" and "currently
6 combines" mean that if BellSouth combines the requested UNEs anywhere in its
7 network, BellSouth has to produce the same combination of UNEs whenever and
8 wherever AT&T demands.

9

10 Q. WHAT IS THE BASIS FOR BELL SOUTH'S POSITION?

11

12 A. As a general matter, it is neither sound public policy nor an obligation of BellSouth to
13 combine UNEs. In the FCC's Third Report and Order and Fourth Further Notice
14 of Proposed Rulemaking, FCC 99-238, released November 5, 1999 ("UNE
15 Remand Order"), the FCC confirmed that ILECs presently have no obligation to
16 combine network elements for CLECs when those elements are not currently
17 combined in BellSouth's network. The FCC rules, Section 51.315(c)-(f), that
18 purported to require incumbent LECs to combine unbundled network elements were
19 vacated by the Eighth Circuit, and those rules were neither appealed to nor
20 reinstated by the Supreme Court.

21

22 On July 18, 2000, the Eighth Circuit Court held that Incumbent Local Exchange
23 Carriers ("ILECs") are not obligated to combine UNEs, and it reaffirmed that the
24 FCC's Rules 51.315(c)-(f) remain vacated. Specifically, referring to Section
25 251(c)(3) of the 1996 Act that requires ILECs to provide UNEs in a manner that
26 allows requesting carriers to combine such elements in order to provide

1 telecommunications services, the Eighth Circuit stated: “[h]ere Congress has directly
2 spoken on the issue of who shall combine previously uncombined network elements.
3 It is the requesting carriers who shall ‘combine such elements.’ It is not the duty of
4 the ILECs to ‘perform the functions necessary to combine unbundled network
5 elements in any manner’ as required by the FCC’s rule.”

6
7 Q. HOW DID THE FCC ADDRESS BELL SOUTH’S OBLIGATION TO
8 COMBINE UNES IN ITS UNE REMAND ORDER?

9
10 A. The FCC concluded that BellSouth has no obligation to combine UNEs. As the
11 FCC made clear, Rule 51.315(b) applies to elements that are “in fact” combined,
12 stating that “[t]o the extent an unbundled loop is in fact connected to unbundled
13 dedicated transport, the statute and our rule 51.315(b) require the incumbent to
14 provide such elements to requesting carriers in combined form.” (§ 480, emphasis
15 added). The FCC declined to adopt a definition of “currently combines,” as AT&T
16 proposes in this case, that would include all elements “ordinarily combined” in the
17 incumbent’s network. *Id.* (declining to “interpret rule 51.315(b) as requiring
18 incumbents to combine unbundled network elements that are ‘ordinarily
19 combined’ ...”). It is nonsensical to suggest that the FCC meant for its Rule
20 51.315(b) to cover anything other than specific pre-existing combinations of
21 elements for a customer when the FCC’s orders specifically state that ILECs are not
22 required to combine elements. As previously discussed, the Eighth Circuit has
23 reaffirmed that BellSouth has no such obligation.

24
25 Q. WHY IS IT GENERALLY NOT IN THE PUBLIC INTEREST TO REQUIRE
26 BELL SOUTH TO COMBINE UNES?

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A. First, requiring BellSouth to combine UNEs does not benefit consumers as a general matter, and would unnecessarily reduce the overall degree of competition in the market. Congress established several means to introduce competition, namely, resale, unbundling and facilities constructed by new entrants. The requirements of the 1996 Act attempt to balance these three entry methods such that firms use the most efficient method. However, the greatest benefits occur when firms build their own facilities. Expanding BellSouth’s obligations beyond the 1996 Act’s requirements would upset the balance intended by the 1996 Act. This is not just BellSouth’s view – Justice Breyer of the Supreme Court agrees. As Justice Breyer points out in his opinion concurring in the Supreme Court’s vacating of the FCC’s unbundling rules:

[i]ncreased sharing (unbundling) by itself does not automatically mean increased competition. It is in the unshared, not in the shared, portions of the enterprise that meaningful competition would likely emerge. Rules that force every firm to share every resource or element of a business would create, not competition, but pervasive regulation, for the regulators, not the marketplace, would set the relevant terms.

The upshot, in my view, is that the statute’s unbundling requirements, read in light of the Act’s basic purposes require balance. Regulatory rules that go too far, expanding the definition of what must be shared beyond that which is essential to that which merely proves advantageous to a single competitor, risk costs that, in terms of the Act’s objectives, may make the game not worth the candle. (142 L. Ed. 2d 834, 880).

1
2 Second, requiring BellSouth to combine UNEs at cost-based prices, particularly at
3 Total Element Long Run Incremental Cost (“TELRIC”)-based prices, reduces
4 BellSouth’s incentive to invest in new capabilities. TELRIC-based prices do not
5 cover the actual cost of the elements, let alone do such prices represent a fair price in
6 the market place. Again, Justice Breyer agrees, as evidenced by his observation that

7
8 [n]or can one guarantee that firms will undertake the investment necessary to
9 produce complex technological innovations knowing that any competitive
10 advantage deriving from those innovations will be dissipated by the sharing
11 requirement. The more complex the facilities, the more central their relation
12 to the firm’s managerial responsibilities, the more extensive the sharing
13 demanded, the more likely these costs will become serious. (142 L. Ed. 2d
14 834, 879).

15
16 Finally, requiring BellSouth to combine elements where such combinations do not, in
17 fact, exist is inconsistent with the 1996 Act’s basic purpose, which is to introduce
18 competition into the local market. The intent was not to subsidize competitors where
19 CLECs have reasonable alternatives to BellSouth combining UNEs. CLECs can
20 combine the UNEs themselves in collocation spaces, use alternatives to collocation
21 such as the assembly point option, or build their own facilities. This view is also
22 supported in Justice Breyer’s opinion:

23
24 [i]n particular, I believe that, given the Act’s basic purpose, it requires a
25 convincing explanation of why facilities should be shared (or ‘unbundled’)
26 where a new entrant could compete effectively without the facility, or where

1 practical alternatives to that facility are available. (142 L. Ed. 2d 834, 879).

2

3 Clearly, expanding BellSouth's obligation to include combining UNEs does not
4 benefit consumers. Such action only provides an unwarranted subsidy to CLECs,
5 removes incentives for BellSouth to invest in its network, and discourages CLECs
6 from building their own networks.

7

8

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10

11

12 Q. CAN AT&T STILL COMPETE VIGOROUSLY FOR LOCAL SERVICE
13 WITHOUT HAVING BELL SOUTH COMBINE UNES AT COST-BASED
14 PRICES?

15

16 A. It certainly can. There are over 1.2 million lines in service provided by BellSouth in
17 Kentucky today. Each of those lines consists of existing combined facilities that
18 AT&T can, in fact, purchase from BellSouth at cost-based rates. In addition,
19 AT&T has several means to serve both new and existing customers, other than by
20 having BellSouth combine UNEs. Any argument that AT&T cannot compete
21 because BellSouth won't put UNEs together just doesn't make sense.

22

23 Q. SPECIFICALLY REFERENCING ISSUE 3, WHAT IS BELL SOUTH'S
24 POSITION REGARDING WHETHER A "GLUE CHARGE" SHOULD APPLY
25 WHEN BELL SOUTH COMBINES UNES?

26

1 A. First, I need to explain what a “glue charge” is. Where BellSouth agrees to
2 physically combine UNEs for a CLEC, the prices for such combinations will be
3 market-based. AT&T contends that the Commission should order BellSouth to
4 combine UNEs at cost-based prices. The difference between market-based and
5 cost-based prices is referred to as a “glue charge” in this issue. The “glue charge” is
6 not necessarily a separate charge; it is simply the difference in prices described
7 above.

8
9 There is one exception to BellSouth’s general position of requiring market-based
10 prices to combine UNEs. BellSouth has elected to be exempted from providing
11 access to unbundled local switching to serve customers with four or more lines in
12 Density Zone 1 of a top 50 MSA.² To avail itself of this exemption, the FCC
13 requires BellSouth to combine loop and transport UNEs (also known as the
14 “Enhanced Extended Link” or “EEL”) in the geographic area where the exemption
15 applies. The FCC also requires that such combinations be provided at cost-based
16 rates. BellSouth will physically combine loop and transport UNEs at FCC
17 mandated cost-based prices as required in the FCC’s UNE Remand Order in order
18 to have the exemption from providing local circuit switching.

19
20 Beyond this limited exception dictated by the FCC, BellSouth is under no obligation
21 to physically combine network elements, where such elements are not in fact
22 combined. Nevertheless, BellSouth is willing to negotiate rates for combining UNEs;
23 however, such negotiations are outside of a Section 251 arbitration, and the rates for
24 this service are not subject to the pricing standards in Section 252 of the 1996 Act.

² BellSouth includes this discussion for completeness; however, this situation is not applicable in Kentucky, as Kentucky has no top 50 MSAs in the state.

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Q. HAS BELLSOUTH REACHED AGREEMENT WITH ANY CLECS
CONCERNING THE CONDITIONS UNDER WHICH BELLSOUTH WILL
COMBINE UNES?

A. Yes. Certain CLECs have requested that BellSouth provide the service of
combining elements on the CLECs’ behalf. These CLECs have entered into
amendments to their interconnection agreements with BellSouth. The rates these
CLECs pay for new combinations are market-based and appropriately compensate
BellSouth for the service it is providing.

Q. HAS THE COMMISSION PREVIOUSLY ADDRESSED THIS ISSUE?

A. Yes, the Commission addressed this issue in the ICG Arbitration, finding that
“BellSouth should combine previously uncombined elements for a reasonable cost-
based fee in situations where those elements currently are not combined in the
BellSouth network.” (ICG Order dated March 2, 2000, at page 6). Clearly, the
Commission recognized that BellSouth is not required to combine elements for
CLECs at no charge.

As for whether this Commission’s direction to apply “a reasonable cost-based fee”
applies here, I would point out that the Eighth Circuit Court’s ruling making it clear
that ILECs are not required to combine elements for CLECs was issued several
months after this Commission’s ICG Order. Therefore, this Commission did not
have the benefit of the Court’s views when it reached its conclusion in the ICG
arbitration. BellSouth believes that the Eighth Circuit Court is clear that ILECs have

1 no obligation to combine elements that are not currently combined and providing
2 service to a location or a customer. Therefore, if BellSouth were to combine
3 unbundled network elements for AT&T, it would be appropriate to apply a market-
4 based rate for this service.

5

6

7 Q. WHAT DOES BELL SOUTH REQUEST OF THIS COMMISSION?

8

9 A. BellSouth requests this Commission find that BellSouth is obligated to provide
10 combinations to CLECs only where such combinations currently, in fact, exist and
11 are providing service to a particular customer at a particular location. Nothing further
12 is required or should be required of BellSouth in this regard. BellSouth also requests
13 the Commission find that if AT&T wants BellSouth to combine unbundled network
14 elements for AT&T that are not presently combined, that BellSouth is entitled to
15 charge AT&T a market-based rate for doing so.

16

17 ***Issue 6: Under what rates, terms, and conditions may AT&T purchase network***
18 ***elements or combinations to replace services currently purchased from BellSouth's***
19 ***tariffs? (Attachment 2)***

20

21 Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

22

23 A. This issue involves the rates, terms and conditions that should govern the conversion
24 of special access services and other services to unbundled network elements. All
25 aspects of this issue have been resolved except for the following two areas:

26

1 (1) Costs/Prices for converting other (non-special access) services to UNEs
2 and
3 (2) the application of termination liability charges to services converted to
4 UNEs.

5
6 I understand that the parties have agreed to defer all rates issues to the pending
7 Administrative Case 382; therefore, I will not address sub-issue (1) at this time.

8
9 Q. WHAT LANGUAGE HAS BELLSOUTH PROPOSED TO AT&T
10 REGARDING THE REMAINING SUB-ISSUE?

11
12 A. The contract language that BellSouth proposed to AT&T for conversion of tariffed
13 services to UNEs is attached to my testimony as Exhibit JAR-1.

14
15 Q. WHAT IS BELLSOUTH'S POSITION REGARDING THE APPLICATION OF
16 TERMINATION LIABILITY CHARGES AND VOLUME AND TERM
17 DISCOUNTS WHEN SERVICES ARE CONVERTED TO UNES?

18
19 A. First, let me explain that whether the tariffed service was purchased on a month-to-
20 month (non-contractual) basis or under a volume and term or other contractual basis,
21 BellSouth will convert such service to the appropriate pre-existing combination of
22 UNEs upon request by AT&T at the rates in the agreement for the UNEs.
23 However, if the tariffed service is currently provided under a contractual agreement
24 with BellSouth, then the terms of the retail agreement or contract that are applicable
25 to early termination, including payment of early termination liabilities, must be
26 satisfied.

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AT&T has purchased tariffed services from BellSouth under an agreement that promised a certain amount of billings from BellSouth to AT&T each month. In return for this level of billings, AT&T got a lower unit price for the services it purchased. AT&T now wants to convert a portion of these tariffed services to UNEs, which will have the impact of lowering AT&T's monthly payments to BellSouth below the agreed upon minimums. BellSouth's position is that AT&T, by changing the contractual relationship, has an obligation to meet the termination provisions to which AT&T agreed when the contract was made. Now that AT&T can obtain a portion of the service at UNE rates that are lower than tariff rates, it seeks to ignore that contractual obligation. If the contractual revenue commitment is no longer met after AT&T converts these tariffed services to UNE combinations, then the termination liabilities provisions of the contract are applicable.

By purchasing tariffed services under contract, a customer, such as AT&T, pays lower rates than it would pay if it were not under contract. One purpose of termination liabilities is to ensure that the service provider receives a fair price for the service in the event the customer terminates the contract early. Therefore, if a contract is terminated early, it is appropriate for BellSouth to receive payment of the early termination charges. Moreover, to allow AT&T, which has obtained the benefits of a lower price by promising to meet certain conditions, to avoid these termination liabilities discriminates against other similarly situated customers who must abide by the terms of their agreements.

1 Q. HAS ANOTHER COMMISSION IN BELLSOUTH'S REGION RULED ON
2 THIS SAME ISSUE IN AT&T'S ARBITRATION WITH BELLSOUTH?

3

4 A. Yes. In its ruling on this issue, the South Carolina Commission approved AT&T's
5 language for inclusion in the Interconnection Agreement, stating that "AT&T should
6 not be subject to termination penalties for converting special access purchased under
7 tariffed services pursuant to contracts to network elements." (SCPSC Order at
8 page 16). BellSouth respectfully disagrees with the South Carolina Commission's
9 decision. BellSouth believes that it should be able to rely on existing contract
10 provisions to which AT&T has agreed. AT&T should not be allowed to circumvent
11 the contract provisions when AT&T no longer lives up to the volume and term
12 contract.

13

14 Q. WHAT DOES BELLSOUTH REQUEST OF THE COMMISSION?

15

16 A. BellSouth requests the Commission find that BellSouth's proposed contract
17 language, as reflected in Exhibit JAR-1, is appropriate.

18

19 ***Issue 7: How should AT&T and BellSouth interconnect their networks in order to***
20 ***originate and complete calls to end-users? (Attachment 3)***

21

22 Q. WHAT IS THE ESSENCE OF THE DISPUTE BETWEEN THE PARTIES ON
23 THIS ISSUE?

24

25 A. The issue is pretty simple. BellSouth has a local network in each of the local calling
26 areas it serves in Kentucky. BellSouth may have 10, 20 or even more such local

1 networks in a given LATA. Nevertheless, AT&T wants to physically interconnect
2 its network with BellSouth's "network" in each LATA at a single point, or perhaps
3 two points. This approach simply ignores that there is not one BellSouth "network"
4 but a host of networks that are all interconnected.

5
6 Importantly, BellSouth does not object to AT&T designating a single Point of
7 Interconnection at a point in a LATA on one of BellSouth's "networks" for traffic
8 that AT&T's end users originate. Further, BellSouth does not object to AT&T
9 using the interconnecting facilities between BellSouth's "networks" to have local calls
10 delivered or collected throughout the LATA. What BellSouth does want, and this is
11 the real issue, is for AT&T to be financially responsible when it uses BellSouth's
12 network in lieu of building its own network to deliver or collect these local calls.

13
14 AT&T, to contrast its position with BellSouth's, expects BellSouth to collect local
15 traffic bound for AT&T's end users in each of BellSouth's numerous local calling
16 areas in the LATA, and AT&T expects BellSouth to be financially responsible for
17 delivering, to a single point (or, at most, to two points) in each LATA, local calls that
18 are destined for AT&T's local customers within the same local calling area where the
19 call originated. I should point out that AT&T has said that, for network security
20 reasons, AT&T may establish a second point of interconnection in a LATA.
21 However, whether or not that point is ever established, AT&T maintains that the
22 location of the point is solely at AT&T's discretion. Indeed, AT&T has only
23 committed to establish a single point of interconnection in each LATA.

24
25 BellSouth agrees that AT&T can choose to interconnect with BellSouth's network at
26 any technically feasible point in the LATA. However, BellSouth does not agree that

1 AT&T can impose upon BellSouth the financial burden of delivering BellSouth's
2 originating local traffic to that single point. If AT&T wants local calls completed
3 between BellSouth's customers and AT&T's customers using this single Point of
4 Interconnection, that is fine, provided that AT&T is financially responsible for the
5 additional costs AT&T causes.

6

7 Q. DOES BELLSOUTH'S POSITION MEAN THAT AT&T HAS TO BUILD A
8 NETWORK TO EVERY LOCAL CALLING AREA, OR OTHERWISE HAVE
9 A POINT OF INTERCONNECTION WITH BELLSOUTH'S LOCAL
10 NETWORK IN EVERY LOCAL CALLING AREA?

11

12 A. No. AT&T can build out its network that way if it chooses, but it is not required to
13 do so. AT&T can lease facilities from BellSouth or any other provider to bridge the
14 gap between its network (that is, where it designates its Point of Interconnection)
15 and each BellSouth local calling area. BellSouth will be financially responsible for
16 transporting BellSouth's originating traffic to a single point in each local calling area.
17 However, BellSouth is not obligated to be financially responsible for hauling AT&T's
18 local traffic to a distant point dictated by AT&T.

19

20 Q. WHAT IS A POINT OF INTERCONNECTION?

21

22 A. The term "Point of Interconnection" describes the point(s) where BellSouth's and
23 AT&T's networks physically connect. In its First Report and Order, at paragraph
24 176, the FCC defined the term "interconnection" by stating that:

25 We conclude that the term "interconnection" under section 251(c)(2) refers
26 only to the physical linking of two networks for the mutual exchange of

1 traffic.

2 Therefore, the Point of Interconnection is simply the place, or places, on BellSouth's
3 networks where that physical linking of AT&T's and BellSouth's networks takes
4 place. Simply put, the Point of Interconnection is the place where facilities that
5 AT&T owns connect to facilities owned by BellSouth.

6

7 The term "interconnection point" is used by AT&T and BellSouth to define the place
8 where financial responsibility for a call changes from one carrier to the other. The
9 "Point of Interconnection" and the "interconnection point" can be at the exact same
10 physical point, or they can be at different points.

11

12 Q. IF AT&T CAN INTERCONNECT WITH BELL SOUTH'S NETWORK AT
13 ANY TECHNICALLY FEASIBLE POINT, WHY IS THIS AN ISSUE?

14

15 A. Recall that what we are talking about here is the interconnection of "local networks."
16 AT&T's network deployment is significantly different from BellSouth's, which is the
17 main reason that this issue exists between the parties. BellSouth has a number of
18 distinct functional networks. For example, BellSouth has local networks, long
19 distance networks, packet networks, signaling networks, E911 networks, etc. Each
20 of these networks is designed to provide a particular service or group of services.
21 With regard to "local networks," BellSouth, in any given LATA, has several such
22 local networks, interconnected by BellSouth's long distance network. BellSouth's
23 networks are "seamless" in the sense that a customer connected to one network can
24 access another network upon payment of the appropriate fees and they overlap, in
25 the sense that an end office is used for both local and toll calls. However, these
26 networks are individual networks in the sense that when a customer pays for local

1 service in the Louisville local calling area, that is what the customer gets. The
2 customer does not get access to other distant local calling areas, at least not without
3 payment of the appropriate fees.

4
5 For instance, in the Louisville LATA, BellSouth has local networks in Louisville,
6 Frankfort, Port Royal and Shelbyville, as well as several other locations. Customers
7 who want local service in a particular local calling area must be connected to the
8 local network that serves that local calling area. For example, a BellSouth customer
9 who connects to the Louisville local network will not receive local service in the
10 Shelbyville local calling area because Shelbyville is not in the Louisville local calling
11 area. Likewise, a CLEC who wants to connect with BellSouth to provide local
12 service in Shelbyville has to connect to BellSouth's local network that serves the
13 Shelbyville local calling area. BellSouth's local calling areas, I would add, have been
14 defined and set out over the years either by this Commission or by BellSouth with
15 the approval of this Commission.

16
17 When AT&T has a single switch in a LATA, then, by definition, that switch is
18 located in a single BellSouth local calling area, for example, the Louisville local calling
19 area, if that is where the switch is located. When a BellSouth local customer in
20 Louisville wants to call an AT&T local customer in Louisville, BellSouth delivers the
21 call to the appropriate point of interconnection between BellSouth's network and
22 AT&T's network in Louisville. This network configuration is illustrated on Page 1 of
23 Exhibit JAR-2 attached to my testimony. BellSouth would be financially responsible
24 for taking a call from one of its subscribers located in the Louisville local calling area
25 and delivering it to another point in the Louisville local calling area, the AT&T Point
26 of Interconnection. This scenario is not a problem.

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Next, consider the scenario shown on Page 2 of Exhibit JAR-2, which is a call between two BellSouth customers in Shelbyville. In that scenario, the call originates with BST EU A and terminates to BST EU C. Again, the call would not leave the local calling area and, in this situation, BellSouth would be responsible for both the origination and termination of the call.

The problem arises when a BellSouth customer located in a distant local calling area from AT&T's Point of Interconnection wants to call his next-door neighbor who happens to be an AT&T local subscriber. This scenario is shown on Page 3 of Exhibit JAR-2. Assume that a BellSouth customer in Shelbyville calls an AT&T customer in Shelbyville. The originating customer draws dial tone from BellSouth's Shelbyville switch. The BellSouth customer then dials the AT&T customer and, under AT&T's proposal, the call has to be hauled outside of the local calling area from Shelbyville to AT&T's Point of Interconnection in Louisville. AT&T then carries the call to its switch in Louisville and connects to the long loop serving AT&T's customer in Shelbyville. Again, and importantly, as shown on Page 2 of Exhibit JAR-2, the call never needed to leave the Shelbyville local calling area. However, under AT&T's proposal as shown on Page 3, the same call would have to be hauled by BellSouth all the way to Louisville, simply because Louisville is where AT&T decided to designate its Point of Interconnection. Simply put, the issue here involves who is financially responsible for the facilities that are used to haul calls back and forth between AT&T's Point of Interconnection in Louisville and the BellSouth Shelbyville local calling area.

26 Q. HOW WOULD AT&T CONNECT TO BELL SOUTH'S LOCAL NETWORKS

1 THAT ARE OUTSIDE THE LOCAL CALLING AREA WHERE AT&T'S
2 SWITCH IS LOCATED?

3

4 A. It is my understanding that AT&T has agreed to establish at least one Point of
5 Interconnection in each LATA. This is necessary because BellSouth is still not
6 authorized to carry traffic across LATA boundaries. AT&T would build facilities
7 from its switch (wherever it is located) to the Point of Interconnection in the LATA
8 where the BellSouth local network is located. Once that Point of Interconnection is
9 established, the issue remains the same. Who is financially responsible for the
10 facilities needed to carry calls between that Point of Interconnection and the distant
11 BellSouth local calling area in which a local call is to be originated and terminated?
12 Since AT&T must establish a Point of Interconnection in each LATA, whether or
13 not AT&T also has a switch in each LATA is not relevant to resolving the problem
14 that AT&T's network design has created.

15

16 Q. WHY DO YOU SAY THAT AT&T MUST BE FINANCIALLY
17 RESPONSIBLE FOR THE TRANSPORT OF THESE CALLS FROM LOCAL
18 CALLING AREAS THAT ARE DISTANT FROM THE POINT WHERE AT&T
19 HAS CHOSEN TO INTERCONNECT ITS NETWORK WITH
20 BELL SOUTH'S?

21

22 A. First, that is the only approach that makes economic sense. I will explain the
23 rationale for this statement later. Second, the Eighth Circuit determined that the
24 ILEC is only required to permit a CLEC to interconnect with the ILEC's existing
25 local network, stating that:

1 The Act requires an ILEC to (1) permit requesting new entrants
2 (competitors) in the ILEC's local market to interconnect with the ILEC's
3 existing local network and, thereby, use that network to compete in
4 providing local telephone service (interconnection).... (Eighth Circuit Court
5 Order dated July 18, 2000, page 2).

6 This is a very important point. When AT&T interconnects with BellSouth's local
7 network in Louisville, it is not also interconnecting with BellSouth's local network in
8 Shelbyville for the purpose of receiving BellSouth's originating local traffic from
9 Shelbyville. AT&T is only interconnecting with the Louisville local network. The
10 fact that AT&T is entitled to physically connect with BellSouth at a single point in the
11 LATA cannot overcome the fact that the single Point of Interconnection cannot, by
12 itself, constitute interconnection with every single local calling area in a LATA for
13 BellSouth's originating local traffic from those local calling areas.

14
15 Q. PLEASE EXPLAIN HOW AT&T IS ATTEMPTING TO SHIFT ITS
16 FINANCIAL RESPONSIBILITY TO BELL SOUTH.

17
18 A. As I have explained above, AT&T's network design results in additional costs that
19 AT&T inappropriately contends BellSouth should bear. Again, AT&T wants
20 BellSouth to bear the cost of the facilities used to haul the call I just described
21 between Shelbyville and Louisville. There is nothing fair, equitable or reasonable
22 about AT&T's position. Because AT&T has designed its network the way it wants,
23 and has designed its network in the way that is cheapest for AT&T, AT&T must
24 bear the financial responsibility for the additional facilities used to haul the call
25 between Shelbyville and Louisville. AT&T does not have to actually build the
26 facilities. It does not have to own the facilities. It just has to pay for them.

1 BellSouth objects to paying additional costs that are incurred solely due to AT&T's
2 network design. It is simply inappropriate for AT&T to attempt to shift these costs
3 to BellSouth.

4

5

6

7

8 Q. DO BELLSOUTH'S LOCAL EXCHANGE RATES COVER THESE
9 ADDITIONAL COSTS?

10

11 A. No. BellSouth is, in theory at least, compensated by the local exchange rates
12 charged to BellSouth's local customers for hauling all calls from one point within a
13 specific local calling area to another point in that same local calling area. Certainly
14 there would be no dispute that the local exchange rates that BellSouth's customers
15 pay were not intended to cover and, indeed, cannot cover, the cost of hauling a local
16 call from one Shelbyville customer to another Shelbyville customer by way of
17 Louisville.

18

19 Indeed, if AT&T is not required to pay for that extra transport which AT&T's
20 network design decisions caused, who will pay for it? The BellSouth calling party is
21 already paying for its local exchange service, and certainly will not agree to pay more
22 simply for AT&T's convenience. Who does that leave to cover this cost? The
23 answer is that there is no one else, and because AT&T has caused this cost through
24 its own decisions regarding the design of its network, it should be required to pay for
25 this additional cost.

26

1 Q. IS THE ARRANGEMENT THAT AT&T IS PROPOSING EFFICIENT?

2

3 A. No. AT&T seems to equate efficiency with what is cheapest for AT&T. Of course,
4 that is not an appropriate measure of efficiency. Indeed, to measure efficiency, the
5 cost to every carrier involved must be considered. Presumably, AT&T has chosen
6 its particular network arrangement because it is cheaper for AT&T. A principal
7 reason that it is cheaper for AT&T is because AT&T is expecting BellSouth's
8 customers to bear substantially increased costs that AT&T causes by its network
9 design. It simply makes no sense for BellSouth to bear the cost of hauling a local
10 Shelbyville call outside the local calling area just because that is what AT&T wants
11 BellSouth to do. AT&T, however, wants this Commission to require BellSouth to
12 do just that. If AT&T bought these facilities from anyone else, AT&T would pay for
13 the facilities. AT&T, however, does not want to pay BellSouth for the same
14 capability.

15

16 AT&T's method of transporting local traffic is clearly more costly to BellSouth, but
17 AT&T blithely ignores the additional costs it wants BellSouth to bear. Of course,
18 these increased costs will ultimately be borne by customers, and if AT&T has its
19 way, these costs will be borne by BellSouth's customers. Competition should
20 reduce costs to customers, not increase them. Competition certainly is not an excuse
21 for enabling a carrier to pass increased costs that it causes to customers it does not
22 even serve. BellSouth requests that the Commission require AT&T to bear the cost
23 of hauling local calls outside BellSouth's local calling areas. Importantly, AT&T
24 should not be permitted to avoid this cost, nor should AT&T be permitted to collect
25 reciprocal compensation for facilities that haul local traffic outside of the local calling
26 area.

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Q. HOW HAS THE FCC ADDRESSED THE ADDITIONAL COSTS CAUSED BY THE FORM OF INTERCONNECTION A CLEC CHOOSES?

A. In its First Report and Order in Docket No. 96-98, the FCC states that the CLEC must bear the additional costs caused by a CLEC’s chosen form of interconnection. Paragraph 199 of the Order states that “a requesting carrier that wishes a ‘technically feasible’ but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit.” (emphasis added). Further, at paragraph 209, the FCC states that “Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an incumbent LEC’s network at which they wish to deliver traffic. Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect.” (emphasis added).

Clearly, the FCC expects AT&T to pay the additional costs that it causes BellSouth to incur. If AT&T is permitted to shift its costs to BellSouth, AT&T has no incentive to make economically efficient decisions about where to interconnect.

1 Q. WOULD AT&T'S ABILITY TO COMPETE BE HAMPERED BY AT&T'S
2 INABILITY TO OBTAIN FREE FACILITIES FROM BELL SOUTH?

3

4 A. Absolutely not. First, AT&T does not have to build or purchase interconnection
5 facilities to areas that AT&T does not plan to serve. If AT&T does not intend to
6 serve any customers in a particular area, its ability to compete cannot be hampered.

7

8 Second, in areas where AT&T does intend to serve customers, BellSouth is not
9 requiring AT&T to build facilities throughout the area. AT&T can build facilities to a
10 single point in each LATA and then purchase whatever facilities it needs from
11 BellSouth or from another carrier in order to reach individual local calling areas that
12 AT&T wants to serve.

13

14 Q. HAS ANOTHER COMMISSION IN BELL SOUTH'S REGION RULED ON
15 THIS SAME ISSUE IN AT&T'S ARBITRATION WITH BELL SOUTH?

16

17 A. Yes. In its ruling on the issue, the South Carolina Commission stated "while AT&T
18 can have a single POI in a LATA if it chooses, AT&T shall remain responsible to
19 pay for the facilities necessary to carry calls from distant local calling areas to that
20 single POI. That is the fair and equitable result." (SCPSC Order at page 28). The
21 South Carolina Commission approved BellSouth's proposed contract language for
22 inclusion in the Interconnection Agreement.

23

24

25 Q. WHAT DOES BELL SOUTH REQUEST OF THIS COMMISSION?

26

1 A. BellSouth requests the Commission to find that AT&T is required to bear the cost of
2 facilities that BellSouth may be required to install, on AT&T's behalf, in order to
3 connect from a BellSouth local calling area to AT&T's Point of Interconnection
4 located outside that local calling area. I believe this to be an equitable arrangement
5 for both parties.

6

7 ***Issue 9: Should AT&T be permitted to charge tandem rate elements when its switch***
8 ***serves a geographic area comparable to that served by BellSouth's tandem switch?***
9 ***(Attachment 3)***

10

11 Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

12

13 A. The FCC's rules established that, when two carriers are involved in delivery of local
14 traffic, the originating carrier would compensate the terminating carrier for certain
15 additional costs incurred to transport and terminate local calls from the originating
16 carrier's customers. The FCC limited such compensation to be symmetrical unless
17 the CLEC could demonstrate that it was using an efficient configuration to transport
18 and terminate the calls and that such configuration justified asymmetrical rates.
19 Under symmetrical reciprocal compensation, the CLEC applies the ILEC's rate for
20 transport and termination. The FCC determined that there should be two rates for
21 transport and termination. One rate applies where tandem switching is involved
22 (tandem rate) and the other rate applies where tandem switching is not involved (end
23 office rate). The tandem rate simply consists of both the end office switching rate
24 and the tandem switching rate. As a surrogate for these two rates, many state
25 commissions have used the UNE rates of the involved network components as the
26 basis for reciprocal compensation.

1

2 Q. HOW DOES BELLSOUTH USE TANDEM SWITCHES?

3

4 A. BellSouth has both local and access tandems. First, I will address local tandems.
5 Sometimes there are so many local switches in a given local calling area that it makes
6 economic sense to create a local tandem to help handle the flow of local calls
7 between the end office switches. In this case, the local tandem is connected to
8 numerous end office switches in the local calling area, thereby eliminating the need to
9 have every end office switch in that local calling area connected directly to every
10 other end office switch in that local calling area. In this situation, a caller who is
11 served by one end office switch can place a local call to a subscriber served by
12 another end office switch, and the call can be routed through the local tandem, rather
13 than being trunked directly to the called party's local end office switch. Obviously, if
14 there are a lot of end office switches in a local calling area, using a tandem switch to
15 aggregate traffic and to act as a central connection point makes economic sense and
16 avoids a lot of extra trunking that would otherwise be required to ensure that call
17 blockage was limited to acceptable levels.

18

19 The local tandem is functionally quite similar to what is often referred to as an access
20 tandem. An access tandem is a tandem switch that is also connected to all of the
21 local central offices in a given area. The difference is that the access tandem handles
22 both local and long distance traffic while the local tandem only handles local traffic.

23

24 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

25

26 A. In order for AT&T to appropriately charge for tandem switching, AT&T must

1 demonstrate to the Commission that: 1) its switches serve a comparable geographic
2 area to that served by BellSouth's tandem switches and that 2) its switches actually
3 perform local tandem functions. AT&T should only be compensated for the
4 functions that it actually provides.

5
6 BellSouth proposes to bill AT&T for use of a tandem only when BellSouth incurs the
7 cost of tandem switching on a particular local call. Further, BellSouth proposes to
8 pay AT&T the tandem switching rate only when AT&T incurs the cost of tandem
9 switching on a particular local call. To incur this cost, AT&T must provide the
10 functionality of a tandem switch, as opposed to an end office switch, and AT&T
11 must be serving a geographic area comparable to a BellSouth tandem.

12
13 Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

14
15 Apparently, because AT&T's switches are capable of serving the same geographic
16 area, AT&T's position is that AT&T should always receive the rate for tandem
17 switching, regardless of whether AT&T actually performs the tandem function for a
18 particular local call. AT&T contends it should be allowed to charge BellSouth for
19 tandem switching on every local call, regardless of whether AT&T incurs the cost.

20
21 Q. WHAT IS THE BASIS FOR BELL SOUTH'S POSITION ON THIS ISSUE?

22
23 A. In its Local Competition Order, the FCC stated that the "additional costs" of
24 transporting and terminating local traffic vary depending on whether or not a tandem
25 switch is involved. (§ 1090). As a result, the FCC determined that state
26 commissions can establish transport and termination rates that vary depending on

1 whether the traffic is routed through a tandem switch or directly to a carrier's end-
2 office switch. *Id.* To that end, BellSouth has separate rates for transport and
3 termination depending upon whether tandem switching is involved. When a CLEC's
4 end user originates a local call that terminates on BellSouth's local network,
5 BellSouth charges the CLEC a different rate for reciprocal compensation based on
6 whether or not local tandem switching is involved in that call. When a BellSouth end
7 user originates a local call that terminates on the CLEC's network, the CLEC should
8 only charge the tandem rate when the CLEC actually provides the tandem switching
9 function.

10
11 The FCC, of course, recognized that a CLEC might not use the same network
12 architecture as BellSouth or any other incumbent carrier. In order to insure that a
13 CLEC would receive the equivalent of a tandem switching rate if it were warranted,
14 the FCC directed state commissions to do two things. First, the FCC directed state
15 commissions to "consider whether new technologies (e.g., fiber ring or wireless
16 network) performed functions similar to those performed by an incumbent LEC's
17 tandem switch and thus whether some or all calls terminating on the new entrant's
18 network should be priced the same as the sum of transport and termination via the
19 incumbent LEC's tandem switch." (Local Competition Order ¶ 1090, emphasis
20 added). Second, the FCC stated that "[w]here the interconnecting carrier's switch
21 serves a geographic area comparable to that served by the incumbent LEC's tandem
22 switch, the appropriate proxy for the interconnecting carrier's additional costs is the
23 LEC tandem interconnection rate." *Id.*

24
25 Therefore, the FCC posed two requirements that must be met before a CLEC
26 would be entitled to compensation at both the end office and the tandem switching

1 rate, as opposed to only the end office rate, for any particular local call. The tandem
2 switch involved has to serve a comparable geographic area, and it has to perform the
3 tandem switching function for the local call for which compensation is sought.

4
5 BellSouth notes that in Section 51.711(a)(1) of its Rules, the FCC states that
6 “symmetrical rates are rates that a carrier other than an incumbent LEC assesses
7 upon an incumbent LEC for transport and termination of local telecommunications
8 traffic equal to those that the incumbent LEC assesses upon the other carrier for the
9 same services.” (emphasis added). Again, in Section 51.711(a)(3), the Rule states
10 that “[w]here the switch of a carrier other than an incumbent LEC serves a
11 geographic area comparable to the area served by the incumbent LEC’s tandem
12 switch, the appropriate rate for the carrier other than an incumbent LEC is the
13 incumbent LEC’s tandem interconnection rate.” The FCC clearly has two
14 requirements that must be met before the tandem rate for transporting and
15 terminating traffic applies.

16
17 Q. DOES THE COMMISSION NEED TO DECIDE WHETHER A NEW
18 TECHNOLOGY USED BY AT&T PERFORMS A FUNCTION SIMILAR TO
19 TANDEM SWITCHING?

20
21 A. No. The basic network architecture used by AT&T is the same as BellSouth, so the
22 Commission does not need to attempt to determine whether some new technology
23 used by AT&T performs functions similar to tandem switching. The Commission
24 simply needs to determine whether AT&T is actually providing tandem switching on
25 each and every local call. Thus, pursuant to Section 51.711, in order to charge
26 BellSouth the tandem rate, AT&T must show not only that its switches serve a

1 geographic area comparable to BellSouth's tandem switches, but also that AT&T's
2 switches are providing the same services as BellSouth's tandem switches for local
3 traffic.

4
5 Q. HAS THE FCC DEFINED WHICH FUNCTIONS A TANDEM SWITCH
6 MUST PROVIDE?

7
8 A. Indeed it has. In its recently released Order No. FCC 99-238, the FCC's rules at
9 51.319(c)(3) state:

10 *Local Tandem Switching Capability.* The tandem switching capability
11 network element is defined as:

- 12 (i) Trunk-connect facilities, which include, but are not limited to, the
13 connection between trunk termination at a cross connect panel and
14 switch trunk card;
- 15 (ii) The basic switch trunk function of connecting trunks to trunks; and
- 16 (iii) The functions that are centralized in tandem switches (as
17 distinguished from separate end office switches), including but not
18 limited, to call recording, the routing of calls to operator services,
19 and signaling conversion features.

20
21 Of course, this definition of tandem switching capability has long been accepted and
22 applied within the telecommunications industry. The introduction of local competition
23 has no effect on the definition of tandem switching capability.

24
25 Q. HOW DOES THE FCC'S DEFINITION OF TANDEM SWITCHING APPLY
26 TO THIS ISSUE?

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A. To receive reciprocal compensation at the tandem rate, a carrier must be performing the functions described in the FCC’s definition of tandem switching. It is not enough that the switch “can” provide the function of a tandem switch; it has to actually be providing those functions for the local call for which compensation is sought. This is true if for no other reason than because the difference between the end office and tandem rates for reciprocal compensation is the same as the UNE rate for tandem switching. That rate recovers the cost of performing, for local calls, the functions described in the FCC’s definition. If the CLEC were not performing those functions, the CLEC would simply be receiving a windfall.

AT&T’s switches are not providing a tandem function to transport any local calls, let alone all local calls, but are only switching traffic through AT&T’s end office switches for delivery of that traffic from those switches to the called party’s premises. As stated in the FCC’s definition, to provide transport utilizing tandem switching, AT&T’s switch must connect trunks terminated in one end office switch to trunks terminated in another end office switch. In other words, a tandem switch, as defined by the FCC, provides an intermediate switching function. As AT&T has admitted, its switch is not providing that function. During cross-examination in North Carolina Dockets No. P-140, Sub 73 and No. P-646, Sub 7, AT&T witness Mr. David Talbott concurred that “[t]here is not an intermediate switching function within the AT&T network.” (Transcript, Vol. 2, August 1, 2000, p. 227, lines 6-9).

Further, when asked if AT&T’s switch would qualify for the tandem rate if the North Carolina Commission concludes that an intermediate switching function is required, Mr. Talbott stated “[o]ur switch would not qualify.” (Id., p. 227, line 21-p. 228, line 1).

1

2 As confirmed by AT&T's own witness, AT&T's switch connects trunks to end
3 user's lines, and does not connect trunks to trunks. In this regard, there is nothing
4 different about AT&T's network design in Kentucky as compared to its network
5 design in North Carolina. The end office rate for transport and termination fully
6 compensates AT&T for the functions its end office switches perform.

7

8 Q. HAS THIS COMMISSION PREVIOUSLY, IN AN ARBITRATION
9 PROCEEDING, CONSIDERED THE ISSUE OF APPLICABILITY OF
10 RECIPROCAL COMPENSATION TO TANDEM SWITCHING?

11

12 A. Yes. In the ICG Arbitration, the Commission determined that "ICG should be
13 compensated at the tandem interconnection rate." (ICG Order dated March 2,
14 2000, at page 4). BellSouth respectfully disagrees with the Commission's
15 determination that ICG met its burden of proof on this issue. In any event, previous
16 rulings with respect to another carrier are not relevant to addressing this issue for
17 AT&T. Whether the tandem rate applies is dependent upon how a particular
18 carrier's network handles each individual local call. Also, it is not appropriate to
19 conclude that the tandem rate applies on every local call if the CLEC incurs tandem
20 costs only on some local calls.

21

22 Q. HAS ANOTHER COMMISSION IN BELL SOUTH'S REGION RULED ON
23 THIS SAME ISSUE IN AT&T'S ARBITRATION WITH BELL SOUTH?

24

25 A. Yes. In its ruling on this issue, the South Carolina Commission determined that "in
26 order to qualify for the tandem switching rate, an AT&T switch must serve a

1 geographic area comparable to that served by BellSouth's tandem and the switches
2 must perform the functions of a tandem switch for local traffic." (SCPSC Order at
3 page 34). Finding that AT&T's switches in South Carolina do not perform tandem
4 switching functions, the Commission concluded that AT&T did not satisfy the second
5 prong of the test and directed that the Interconnection Agreement reflect BellSouth's
6 position.

7
8 Q. WHAT DOES BELL SOUTH REQUEST THE COMMISSION DO?

9
10 A. Importantly, BellSouth is not disputing AT&T's right to compensation at the tandem
11 rate where the facts support such a conclusion. However, in this proceeding, AT&T
12 is seeking a decision that allows it to be compensated for the cost of equipment it
13 does not own and for functionality it does not provide. Absent real evidence that
14 AT&T's switches actually serve a geographic area comparable to BellSouth's
15 tandems, and absent evidence that AT&T's switches actually perform tandem
16 switching functions for local traffic, BellSouth requests that this Commission
17 determine that AT&T is only entitled, where it provides local switching, to the end
18 office switching rate.

19
20 ***Issue 13: What is the appropriate treatment of outbound voice calls over internet***
21 ***protocol ("IP") telephony, as it pertains to reciprocal compensation? (Attachment***
22 ***3)***

23
24 Q. PLEASE EXPLAIN BELL SOUTH'S UNDERSTANDING OF THIS ISSUE.

25
26 A. This issue addresses the appropriate compensation for phone-to-phone calls that

1 utilize a technology known as Internet Protocol (“IP”). First, let me be clear on the
2 distinction between “voice calls over the Internet” and “voice calls over Internet
3 Protocol (“IP”) telephony.” IP Telephony is, in very simple and basic terms, a mode
4 or method of completing a telephone call. The word “Internet” in Internet Protocol
5 telephony refers to the name of the protocol; it does not mean that the service
6 necessarily uses the World Wide Web.

7
8 Q. WHAT IS PHONE-TO-PHONE IP TELEPHONY?

9
10 A. Phone-to-Phone IP Telephony is telecommunications service that is provided using
11 Internet Protocol for one or more segments of the call. Technically speaking,
12 Internet Protocol, or any other protocol, is an agreed upon set of technical operating
13 specifications for managing and interconnecting networks. The Internet Protocol is a
14 specific language that equipment on a packet network uses to intercommunicate. It
15 has nothing to do with the transmission medium (wire, fiber, microwave, etc.) that
16 carries the data packets between gateways, but rather concerns gateways, or
17 switches, that are found on either end of that medium.

18
19 Currently there are various technologies used to transmit telephone calls, of which
20 the most common are analog and digital. In the case of IP Telephony originated
21 from a traditional telephone set, the local carrier first converts the voice call from
22 analog to digital. The digital call is sent to a gateway that takes the digital voice
23 signal and converts or packages it into data packets. These data packets are like
24 envelopes with addresses that “carry” the signal across a network until they reach
25 their destination, which is known by the address on the data packet, or envelope.
26 This destination is another gateway, which reassembles the packets and converts the

1 signal to analog, or a plain old telephone call, to be terminated on the called party's
2 local telephone company's lines.

3

4 To explain it another way, Phone-to-Phone IP Telephony occurs when an end user
5 customer uses a traditional telephone set to call another traditional telephone set
6 using IP technology. The fact that IP technology is used at least in part to complete
7 the call is transparent to the end user. Phone-to-Phone IP Telephony is identical, by
8 all relevant regulatory and legal measures, to any other basic telecommunications
9 service, and should not be confused with calls to the Internet through an ISP.

10 Characteristics of Phone-to-Phone IP Telephony are:

- 11 • IP Telephony provider gives end users traditional dial tone (not modem
12 buzz);
- 13 • End user does not call modem bank;
- 14 • Uses traditional telephone sets (vs. computer);
- 15 • Call routes using telephone numbers (not IP addresses);
- 16 • Basic telecommunications (not enhanced); and
- 17 • IP Telephone providers are telephone carriers (not ISPs).

18 Phone-to-Phone IP Telephony should not be confused with Computer-to-Computer
19 IP Telephony, where computer users use the Internet to provide telecommunications
20 to themselves.

21

22 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

23

24 A. As with any other local traffic, reciprocal compensation should apply to local
25 telecommunications provided via IP Telephony, to the extent that it is technically
26 feasible to apply such charges. To the extent, however, that calls provided via IP

1 telephony are long distance calls, access charges should apply. Application of
2 access charges for long distance calls does not depend on the technology used to
3 transport such calls. Due to the increasing use of IP technology mixed with
4 traditional circuit switching technology to switch or transport voice
5 telecommunications, BellSouth's position is that it is important to specify in the
6 agreement that long distance calls, irrespective of the technology used to transport
7 them, constitute switched access traffic and not local traffic.

8
9 Switched access charges, not reciprocal compensation, apply to phone-to-phone
10 long distance calls that are transmitted using IP telephony. From the end user's
11 perspective – and, indeed, from the IXC's perspective – such calls are
12 indistinguishable from regular circuit switched long distance calls. The IXC may use
13 IP technology to transport all or some portion of the long distance call, but that does
14 not change the fact that it is a long distance call.

15
16 Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

17
18 A. It appears that AT&T is attempting to inappropriately assert the ESP exemption to
19 all calls, and treat all calls using IP telephony as local traffic. Consider the example
20 of a call from Louisville to Paducah sent over AT&T's circuit switched network.
21 Certainly, this call is a long distance call, and access charges would apply.
22 However, if AT&T transported that same call using IP telephony, AT&T evidently
23 would claim that the call from Louisville to Paducah is a local call and that reciprocal
24 compensation applies. Now, AT&T makes this claim despite the fact that it charges
25 the customer the same long distance price in either case. This position is ridiculous.
26 AT&T's choice of transmission medium does not transform a long distance call into

1 a local call.

2

3 Q. DOES THE FCC VIEW CALLS TO INFORMATION SERVICE PROVIDERS
4 (“ISP-BOUND TRAFFIC”) DIFFERENTLY THAN PHONE-TO-PHONE IP
5 TELEPHONY IN TERMS OF APPLICABLE CHARGES?

6

7 A. Yes. Neither ISP-bound traffic nor the transmission of long distance services via IP
8 Telephony traffic is local traffic; however, the FCC has treated the two types of
9 traffic differently in terms of the rates that such providers pay for access to the local
10 exchange company’s network. Calls to Information Service Providers have been
11 exempted by the FCC from access charges for use of the local network in order to
12 encourage the growth of these emerging services – most specifically access to the
13 Internet. The FCC has found that ISPs use interstate access service, but are exempt
14 from switched access charges applicable to other long distance traffic. As a result of
15 this FCC exemption, ISP-bound traffic is assessed at the applicable business
16 exchange rate.

17

18 On the other hand, the transmission of long-distance voice services - whether by IP
19 telephony or by more traditional means - is not exempt from switched access
20 charges. The FCC has provided no exemption from access charges when IP
21 telephony is used to transmit long distance telecommunications.

22

23 The FCC’s April 10, 1998 Report to Congress states: “The record... suggests...
24 ‘phone-to-phone IP telephony’ services lack the characteristics that would render
25 them ‘information services’ within the meaning of the statute, and instead bear the
26 characteristics of ‘telecommunication services’.” Further, Section 3 of the 1996 Act

1 defines “telecommunications” as the “transmission, between or among points
2 specified by the user, of information of the user’s choosing, without change in the
3 form or content of the information as sent and received.” Thus, IP Telephony is
4 telecommunications service, not information or enhanced service.

5

6 Long distance service is a mature industry, and simply changing the technology that is
7 used to transmit the long distance service does not change the service. All other
8 long-distance carriers currently pay these same access charges, and there is no
9 Commission to exempt them, regardless of the protocol used to transport such calls.
10 To do otherwise would unreasonably discriminate between long-distance carriers
11 utilizing IP telephony and those who do not.

12

13 Q. HAVE OTHER STATE COMMISSIONS IN BELL SOUTH’S REGION
14 DETERMINED THAT LONG DISTANCE VOICE CALLS TRANSMITTED
15 VIA IP TELEPHONY ARE SUBJECT TO ACCESS CHARGES?

16

17 A. Yes. In the BellSouth/Intermedia arbitration proceeding in Florida, the Florida
18 Commission determined that phone-to-phone calls transmitted via IP telephony to
19 which access charges would typically apply are switched access calls. The Florida
20 Commission’s August 22, 2000 Order states:

21 ...phone-to-phone IP Telephony is technology neutral. A call provisioned
22 using phone-to-phone IP Telephony but not transmitted over the internet, to
23 which switched access charges would otherwise apply if a different signaling
24 and transmission protocol were employed, is nevertheless a switched access
25 call. Except for, perhaps, calls routed over the internet, the underlying
26 technology used to complete a call should be irrelevant to whether or not

1 switched access charges apply. Therefore, like other telecommunications
2 services, it would be included in the definition of switched access traffic.
3 (Order No. PSC-00-1519-FOF-TP, page 57).
4

5 Q. WHAT IS BELL SOUTH REQUESTING THE COMMISSION DO?
6

7 A. BellSouth requests that the Commission determine that access charges, rather than
8 reciprocal compensation, apply to long distance calls, regardless of the technology
9 used to transport them.
10

11 ***Issue 18: Has BellSouth provided sufficient customized routing in accordance with***
12 ***State and Federal law to allow it to avoid providing Operator Services/Directory***
13 ***Assistance (“OS/DA”) as a UNE?***
14

15 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?
16

17 A. BellSouth witness Mr. Milner addresses the technical aspects of BellSouth’s
18 provision of customized routing and demonstrates that BellSouth is providing
19 sufficient customized routing to allow BellSouth to avoid providing Operator
20 Services/Directory Assistance as UNEs. The rates BellSouth will charge AT&T for
21 its Line Class Code-based and AIN-based solutions for customized routing are
22 being addressed by the Commission in Administrative Case 382.
23

24 ***Issue 21: Should the Commission or a third party commercial arbitrator resolve***
25 ***disputes under the Interconnection Agreement?***
26

1 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

2

3 A. BellSouth's position is that the appropriate regulatory Commission should resolve
4 disputes and that BellSouth should not be precluded from petitioning the Commission
5 for resolution of disputes under the Interconnection Agreement.

6

7 Q. WHAT IS THE BASIS FOR BELL SOUTH'S POSITION?

8

9 A. BellSouth originally agreed to use third party arbitrators to resolve disputes involving
10 its interconnection agreements because we thought that with the state commission's
11 crowded calendars, commercial arbitration could provide a speedy and inexpensive
12 way to resolve disputes. Although the first interconnection agreement between
13 BellSouth and AT&T contained an alternative dispute resolution provision, the two
14 parties have never used that provision. However, BellSouth has used it in disputes
15 with other CLECs. The process has proven to be neither speedy, nor inexpensive.
16 Our experience shows that it is simply not possible to get neutral commercial
17 arbitrators that are sufficiently experienced in the telecommunications industry.
18 Consequently, a neutral arbitrator must be trained on the very basics of our industry,
19 and decisions are not made expeditiously. In short, commercial arbitration simply
20 does not work very well. The Commission and its staff are clearly more capable of
21 handling disputes between telecommunications carriers than are commercial
22 arbitrators. BellSouth should not be obligated to waive its right to have the
23 Commission hear disputes.

24

25 Interestingly, although this is AT&T's issue, it evidently agrees with BellSouth's
26 position. A "third party arbitration" clause was contained in the parties' prior

1 interconnection agreement. Nonetheless, AT&T filed complaints with at least two
2 state commissions during the term of the prior agreement, rather than seeking third
3 party arbitration. Indeed, in one instance, based on the hearing officer's initial
4 report, AT&T asserted that third party arbitrations are too slow. Therefore, it is not
5 at all clear to BellSouth why AT&T continues to insist on including such a clause in
6 its interconnection agreement.

7
8 Q. HAS THE COMMISSION PREVIOUSLY ADDRESSED THIS ISSUE?

9
10 A. Yes. In the recent Pilgrim Arbitration, the Commission ordered that "BellSouth shall
11 not be required to include a provision for binding arbitration in its interconnection
12 agreement with Pilgrim," finding that "any contract term regarding arbitration which
13 precludes a party from petitioning the Commission for resolution of disputes arising
14 under the agreement is contrary to the public interest." (Pilgrim Order dated January
15 12, 2001, at page 6).

16
17 ***Issue 25: Should AT&T be allowed to share the spectrum on a local loop for voice***
18 ***and data when AT&T purchases a loop/port combination and if so, under what***
19 ***rates, terms and conditions? (Attachment 2)***

20
21 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

22
23 A. First, let me state BellSouth's understanding that the parties have agreed to consider
24 the rates, terms and conditions for line sharing in Administrative Case 382.
25 Therefore, in this proceeding, the parties are only addressing the issue of whether
26 BellSouth is obligated to allow a CLEC to share the spectrum on a local loop when

1 the CLEC purchases the loop/port combination, which is commonly referred to as
2 the UNE Platform or UNE-P. As I will explain in detail, BellSouth is under no
3 obligation to offer line sharing on the UNE-P.

4
5 Q. PLEASE EXPLAIN “LINE SHARING” AND “SPECTRUM MANAGEMENT.”

6
7 A. The local loop from the central office to the customer’s premises can be used to
8 provide both voice and packet data service. There are a number of carriers who
9 want to use that loop to provide packet data service while the ILEC would continue
10 to provide voice service. Inserting specific equipment on the line enables the
11 spectrum to be “shared” by the voice provider and the data provider, a functionality
12 also known as “line sharing.” In its Line Sharing Order, the FCC specifically states
13 “[t]he provision of xDSL-based service by a competitive LEC and voiceband
14 service by an incumbent LEC on the same loop is frequently called ‘line sharing.’”
15 (Line Sharing Order at ¶ 4).

16
17
18 Q. UNDER WHAT CONDITIONS IS AN ILEC SUCH AS BELL SOUTH
19 OBLIGATED TO PROVIDE LINE SHARING?

20
21 A. ILECs are only obligated to provide line sharing to a single requesting carrier at the
22 same customer address as the traditional POTS analog voice service provided by
23 the incumbent. Line sharing as ordered by the FCC is available under the following
24 conditions:

- 25 • Two carriers – one voice provider (ILEC) and one data provider
26 (CLEC) – serve one customer per loop (Id. ¶ 74);

- The ILEC provides traditional POTS analog voiceband service to the customer on the line to be shared (Id. ¶ 19);
- The CLEC provides xDSL-based service to the customer (Id. ¶ 13);
- The CLEC's xDSL technologies do not use the frequencies immediately above the voiceband, thereby preserving them as a "buffer" zone to ensure the integrity of the voiceband traffic (Id. fn 136);
- The CLEC's xDSL technology does not interfere with analog voiceband transmission (Id. ¶ 70-71); and
- If the ILEC's retail customer disconnects his/her POTs service, the data provider must purchase the entire stand-alone loop if it wishes to continue providing xDSL service to the customer. Similarly, ILECs are not required to provide line sharing to a requesting carrier when the CLEC purchases a combination of network elements known as the UNE platform. (Id. ¶¶ 72-73)

The "platform" referred to is the loop/port combination. Clearly, BellSouth is obligated to provide line sharing to CLECs only where BellSouth is providing the voice service. The FCC's Line Sharing Order clearly found that CLECs are not impaired without access to line sharing when the ILEC is not providing the voice service. Indeed, in its recent decision released January 19, 2001³, the FCC reaffirmed its previous ruling, stating: "[w]e deny, however, AT&T's request that the Commission clarify that incumbent LECs must continue to provide xDSL services in

³ *In the Matter of Deployment of Wireline Services Offering Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order on Reconsideration in CC Docket No. 98-147, Fourth Report and Order on Reconsideration in CC Docket No. 96-98, Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147, Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98.

1 the event customers choose to obtain voice service from a competing carrier on the
2 same line because we find that the *Line Sharing Order* contained no such
3 requirement.” (January 19, 2001 Order at ¶16).

4

5 Q. WHAT DOES BELL SOUTH REQUEST OF THE COMMISSION?

6

7 A. BellSouth requests the Commission to find, consistent with the FCC, that BellSouth
8 is obligated to provide line sharing to CLECs only where BellSouth is providing the
9 voice service.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.

14 #244277

2.11 **Special Access Service Conversions**

2.11.1 AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

2.11.1.1 AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry one hundred percent (100%) interstate access traffic; or

2.11.1.2 AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop-transport combination have at least five percent (5%) local voice traffic individually, and the entire loop facility has at least ten percent (10%) local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 2.11.1.3 The requesting carrier certifies that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty percent (50%) of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least thirty-three percent (33%) local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 2.11.2 In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 2.11.1. In such case, AT&T may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon AT&T's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 2.11.3 BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.
- 2.11.4 Conversions are subject to the termination provisions in the applicable contracts or tariffs.

- 2.11.5 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.11.6 Conversion of Service As Is
- 2.11.6.1 AT&T may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, AT&T may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. AT&T may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same service type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.