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Issues for Arbitration between AT&T and BellSouth

Issue	AT&T Position	BellSouth Position	
1.	<p>Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, §6.1.3)</p>	<p>ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP Traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP Traffic as intrastate for jurisdictional separation purposes.</p>	<p>No. The FCC has definitively determined that ISP Traffic is interstate in nature. Therefore, such Traffic should not be treated as local for purposes of reciprocal compensation. The parties should track the minutes of ISP Traffic exchanged and true up the amount of compensation owed, if any, based on an effective rule promulgated by the FCC.</p>
2.	<p>What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? (Performance Measures, Attachment 9)</p> <p>DEFERRED TO POTENTIAL PERFORMANCE MEASUREMENTS PROCEEDING</p>	<p>For AT&T to ensure its customers receive service equal in quality to that received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. BellSouth should be required to provide an effective performance measurement methodology that contains:</p> <ul style="list-style-type: none"> —A comprehensive set of comparative measurements that provides for disaggregation of its data to permit meaningful comparisons and full disclosure. —Business rules and calculations which reveal true performance and customer experiences. —A sound methodology for establishing benchmarks and designating appropriate retail analogs. —Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is no BellSouth favoritism when there is. —AT&T access to all the raw data that BellSouth uses for its 	<p>The Service Quality Measurements proposed by BellSouth incorporate all of the measurements and reporting intervals adopted by other commissions within the BellSouth region. These measurements, as well as the business rules utilized to calculate the measurements, represent a comprehensive look at the service provided to telecommunications carriers. BellSouth provides access to the raw data utilized to calculate the measurements and has worked hand in hand with AT&T and other telecommunications carriers in the development of an appropriate statistical methodology. BellSouth does not believe that the issue of appropriate, if any, enforcement mechanisms is an appropriate issue for arbitration and resolution by the KPSC. Without waiving its right to assert its legal position, BellSouth has voluntarily proposed enforcement mechanisms for inclusion in the AT&T/BellSouth Interconnection Agreement. The proposed enforcement mechanisms include the key, outcome oriented service quality measures required by state commissions in BellSouth's</p>

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		<p>CLEC performance reporting.</p> <p>Further, BellSouth should adopt an appropriate system of self-enforcing consequences to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of CLECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to comply, on an ongoing basis, with its Section 251 obligations to provide CLECs with non-discriminatory support regardless of whether a section 271 application has been made or approved. AT&T proposes the AT&T Performance Incentive Plan as the enforcement mechanism.</p>	<p>region and include either benchmarks or retail analogs as standards. The mechanisms are designed to prevent BellSouth from backsliding on delivery of service to AT&T once BellSouth has attained interLATA authority from the FCC. The remedies proposed are meaningful remedies designed to be, if applied, of significant impact to BellSouth.</p>
<p>3.</p>	<p>Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the KPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)</p> <p>DEFERRED TO</p>	<p>BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should be conducted and paid for 50% by BellSouth and 50% among the CLECs participating in the audit. Additionally, AT&T may request additional audits when performance measures are changed or added, to be paid for by BellSouth.</p> <p>Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by AT&T unless the audit determines that BellSouth is not in compliance with the terms of</p>	<p>BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2000-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications: (1) the cost shall be borne 50% by BellSouth and 50% by the CLECs; (2) the independent third party auditor shall be selected with input from BellSouth, the KPSC and the CLECs; and (3) BellSouth, the KPSC and the CLECs shall</p>

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	<p>POTENTIAL PERFORMANCES MEASUREMENTS PROCEEDING</p>	<p>the Agreement.</p>	<p>jointly determine the scope of the audit. More frequent audits are not reasonable in view of the tremendous number of CLEC interconnection agreements into which BellSouth has entered.</p>
<p>4.</p>	<p>What does “currently combines” mean as that phrase is used in 47 C.F.R. §51.315(b)? (UNE’s Attachment 2, §2.7.1, and 2.9)</p>	<p>The Commission should allow AT&T to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict AT&T from purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term “currently combines” that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.</p>	<p>In the FCC’s <i>Third Report and Order</i>, the FCC confirmed that BellSouth presently has no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth’s network. The FCC rules, 51.315(c)-(f), that purported to require incumbents to combine unbundled network elements were vacated by the Eighth Circuit Court of Appeals and were not appealed to or reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC explicitly declined to revisit those rules at this time. <i>Third Report and Order</i>, ¶ 481.</p> <p>The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth’s network, BellSouth cannot separate those elements except upon request. 47 C.F.R. § 51.315(b). For example, when a loop and a port are currently combined by BellSouth to serve a particular customer, that combination of elements must be made available to CLECs. According to the FCC, requesting carriers are entitled to obtain such combinations “at unbundled network element prices.” <i>Id.</i> at ¶ 480.</p> <p>There is no legal basis for the KPSC to adopt an expansive view of “currently combined” so as to obligate BellSouth to</p>

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			combine elements for CLECs. As the FCC made clear in its <i>Third Report and Order</i> , Rule 51.315(b) applies to elements that are “in fact” combined. See <i>id.</i> ¶ 480 (“To the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form”). The FCC declined to adopt the definition of “currently combined,” that would include all elements “ordinarily combined” in the incumbent’s network. <i>Id.</i> (declining to “interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are ‘ordinarily combined’ ...”).
5.	Should BellSouth be permitted to charge AT&T a “glue charge” when BellSouth combines network elements? (UNE’s, Attachment 2, Section 2.9)	BellSouth should not impose any additional charge on AT&T for any combination of network elements above the TELRIC cost of the combination (as determined in Administrative Case No. 382).	See BellSouth’s response to Issue 4, which is incorporated herein by reference as fully as it set out in its entirety.
6.	Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs, Attachment 2, §2.12, 2.13, 2.14, and 2.18) SETTLEMENT ONLY AS TO THE ORDERING PROCESS FOR SPECIAL ACCESS; AT&T RESEARVES THE RIGHT TO RAISE ISSUE BEFORE KPSC	Pursuant to FCC Orders, AT&T is permitted, under certain conditions, to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The terms and conditions would be those applicable to the tariff. The rate would be the TELRIC cost to do a record change in BellSouth’s OSS, plus the recurring price of the appropriate network elements or combinations (as determined in Administrative Case 382). BellSouth should not be permitted to place obstacles in the way of AT&T’s ability to convert such services to network elements and	Without waiver of its ability to avail itself of any available legal remedies BellSouth will perform in conformance with the guidelines set forth by the FCC in CC Docket No. 96-98 UNE Remand Orders dated Nov. 5, 1999 and Nov. 24, 1999, and June 2, 2000, BellSouth will convert services currently purchased on a month to month basis by AT&T, or a BellSouth end user changing its service provider to AT&T, to the extent possible on a mechanized basis at a record change charge. As to services provided to AT&T or to a BellSouth end user changing its service provider to AT&T

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	LATER, IF NECESSARY. ALL OTHER ASPECTS OF ISSUE REMAIN OPEN.	combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that AT&T is able to replace services with network elements/combinations of network elements.	under a volume and term agreement or other contract basis, BellSouth will convert the services to the UNEs ordered by AT&T upon AT&T's payment of the appropriate early termination liabilities set forth in the volume and term agreement or contract.
7.	How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3, Section 1)	AT&T and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the imbalanced situation where AT&T incurs the expense of connecting throughout BellSouth's network, while BellSouth incurs the much lower cost of connecting at the edge of AT&T's network. AT&T's proposal also avoids use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. AT&T's proposal requires the two parties to work out a transition plan to "groom" the two networks.	BellSouth offers interconnection in compliance with the requirements of the FCC rules and regulations as well as any state statute or regulation. Interconnection can be through delivery of facilities to a collocation or fiber meet arrangement or through the lease of facilities. Interconnection for AT&T originated Traffic must be accomplished through at least one interface within the BellSouth LATA and may be at an access tandem or local tandem. BellSouth, at its option, may designate one or more interfaces on its network for the delivery of its originating traffic to AT&T. BellSouth should not be required to incur additional unnecessary cost as a result of the selection of interconnection points by AT&T. If AT&T requires BellSouth to haul BellSouth originating traffic from the originating local calling area to a point of interconnection outside that local calling area, AT&T should compensate BellSouth for its transport costs.
8.	What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? (UNE's Attachment 2, §5.2) DEFERRED TO GENERIC UNE CASE.	BellSouth should cooperate with AT&T, upon request, in establishing a single point of interconnection on a case-by-case basis at multiunit SPOI installations. Where such points of interconnection do not exist, BellSouth should construct such single points of interconnection. The single point of interconnection should be fully	Without waiver of its ability to avail itself of any available legal remedies, BellSouth will perform in conformance with the guidelines of 47 CFR §51.319(a)(2)(E) as set forth by the FCC in CC Docket No. 96-98 UNE Remand Order.

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		<p>accessible by AT&T technicians without the necessity of having a BellSouth technician present.</p> <p>The rate for AT&T to access the SPOT as well as the rate for the sub-loop facilities to each multi-unit would be the TELRIC prices established (in Administrative Case no. 382).</p>	
9.	<p>Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, § 1.1.2)</p>	<p>Yes. When AT&T's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then AT&T should be permitted to charge tandem rate elements.</p>	<p>AT&T must demonstrate to the KPSC that (1) its switch serves a comparable geographic area and (2) the switch performs functions similar to those performed by BellSouth's tandem switch. Simply being capable of serving a comparable geographic area or of performing tandem switching functions is not sufficient evidence.</p>
10.	<p>What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? (UNEs, Attachment 2, §3.15.2)</p> <p>WITHDRAWN</p>	<p>When existing loops are provisioned on digital loop carrier facilities, and AT&T requests such loops in order to provide xDSL service, BellSouth should provide AT&T with access to other loops or subloops so that AT&T may provide xDSL service to a customer.</p>	<p>In the case where an existing loop is provisioned on a BellSouth digital loop carrier (DLC) facility, and the existing loop cannot provide xDSL capable service, BellSouth is not required to provide AT&T alternative loops to allow AT&T to provide the service over that loop. AT&T would be required to purchase an xDSL capable loop through a separate and distinct ordering process.</p>
11.	<p>What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, §3.5 et seq.)</p> <p>SETTLED</p>	<p>The coordinated cut-over process proposed by AT&T should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to AT&T receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.</p>	<p>The coordinated cut-over process proposed by BellSouth does ensure accurate, reliable and timely cut-overs. BellSouth's current SQMs measure BellSouth's performance in this area and sufficiently demonstrate that AT&T customers switching from BellSouth receive non-discriminatory treatment.</p>
12.	<p>When a local call originates on the</p>	<p>Due to the complexities and expense of recording and billing</p>	<p>When the end user of a facilities based CLEC calls an</p>

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	<p>facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call? (Local Interconnection, Attachment 3, §6.1.2; Billing & Recording, Attachment 6, §2.1.6; Exhibit E)</p> <p>SETTLED</p>	<p>for reciprocal compensation on UNE-switched calls, AT&T believes that bill-and-keep should be used for local calls originated from and terminated to AT&T when it uses BellSouth's UNE switching. Other telecommunication carriers who originate or terminate calls to AT&T end-users served by UNE switching will be unable to determine that such calls went to AT&T as opposed to BellSouth. All call records will continue to look like they were made to BellSouth.</p>	<p>AT&T local end-user where AT&T is not providing its own facilities, but rather is using a UNE-P purchased from BellSouth to terminate the call, BellSouth should be permitted to charge AT&T for the UNEs AT&T uses, and AT&T should then charge the originating CLEC reciprocal compensation for terminating the call for the CLEC (or enter into a bill-and-keep arrangement with the CLEC). When AT&T terminates a call using BellSouth's local switching, BellSouth will provide the necessary recorded information to enable AT&T to bill the other carriers the charges those carriers have incurred. When AT&T leases circuit switching from BellSouth, AT&T is entitled to all revenues associated with terminating calls for other carriers and is obligated in turn to pay BellSouth for the network elements used.</p>
<p>13.</p>	<p>What is the appropriate treatment of outbound voice calls over Internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, §6.1.9)</p>	<p>Until the FCC issues rules on how IP Traffic is to be treated, no restrictions should be imposed. Further, there is no way to measure and record such Traffic as requested by BellSouth. In any event, this is not a proper subject for negotiation in an interconnection agreement. Finally, BellSouth has raised an issue dealing with access charges and their application to certain traffic that travels over IP technology. Access charges are not an issue that should be addressed in arbitration.</p>	<p>IP telephony is utilized in a manner consistent with traditional long-distance calling. Therefore, due to the increasing use of IP technology to transport voice long distance Traffic, it is important to specify in the Agreement that Voice over the Internet Protocol Traffic is switched access Traffic and not local Traffic.</p>
<p>14.</p>	<p>What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, §6.4)</p>	<p>FCC rules require that BellSouth provide collocation within intervals no greater than the best practice intervals of other ILECs. Accordingly, BellSouth should provide collocation within the following intervals: (1) virtual</p>	<p>BellSouth has proposed an interval of no greater than 100 calendar days for the provision of physical collocation arrangements under ordinary conditions. Such a proposal is reasonable and necessary.</p>

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	SETTLED	and cageless: 60 calendar days; and (2) Physical (caged): 30 calendar days if AT&T does the construction; and 90 calendar days if BellSouth does the construction. In the event of unforeseen circumstances, BellSouth should apply to the KPSC for suspension of or relief from the intervals.	
15.	When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, §1.6) ISSUE WITHDRAWN BY AT&T	Yes. When BellSouth and AT&T facilities are in close proximity, in order to achieve network efficiency, AT&T should be able to cross connect its network directly from its space to BellSouth's space without having to purchase collocation space from BellSouth.	No. AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC regulations or that which is necessary. AT&T simply wishes to take advantage of its former corporate ownership of BellSouth. BellSouth's agreement to AT&T's terms would cause BellSouth to provide AT&T with more favorable treatment than other new entrants.
16.	Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T? (Collocation, Attachment 4, §11.1, 11.2, 11.4, 11.5)	No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to AT&T because of its collective bargaining agreements. Further, AT&T is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by AT&T's employees or agents.	Yes. BellSouth performs criminal background checks on its employees prior to hiring and as such can require AT&T to do the same in order for AT&T to have unescorted access to the central offices and other premises that house the public switched network. Such security requirements are reasonable in light of the assets being protected as well as the number of new entrants and other telecommunications carriers relying on the integrity and reliability of BellSouth's network. AT&T's offer to indemnify BellSouth for bodily injury or property damage is not sufficient in light of the asset at risk.
17.	Unless otherwise specified, where	Days should be calendar days. Business day intervals are	Unless otherwise specified (for example, see BellSouth's

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	<p>Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? (Collocation, Attachment 4, Section 4.1.1)</p> <p>SETTLED</p>	<p>inherently longer and less predictable than calendar day intervals, thereby delaying delivery of collocation space within a reasonable timeframe.</p>	<p>response to Issue 14), days should be business days. Given the nature and complexity of the tasks to be completed, business days are reasonable.</p>
18.	<p>Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE? (UNEs, Attachment 2, Section 7)</p>	<p>No. BellSouth does not provide AT&T adequate customized routing. BellSouth has not provided sufficient information on its untested AIN solution, including rates. If BellSouth's proposal is line class codes ("LCC's"), this solution may not be viable in every central office. Thus, until these methods are proven viable, AT&T may purchase OS/DA as an unbundled network element.</p>	<p>Yes. BellSouth has available both an AIN solution for customized routing as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. AT&T participated in testing BellSouth's AIN customized routing solution.</p>
19.	<p>What procedure should be established for AT&T to obtain loop/port combinations (UNE-P) using both Infrastructure and Customer Specific Provisioning? (Attachment 7, §3.20 – 3.24)</p>	<p>BellSouth should accept from AT&T two types of orders, 1) an Infrastructure Provisioning Order and 2) a Customer Specific Provisioning Order. The Infrastructure Provisioning Order (which consists of an Infrastructure Footprint Form and an Operator Services and Directory Assistance Questionnaire) notifies BellSouth of the common use of Network Elements and Combinations that AT&T will require geographically by End Office, Rate Center, LATA or State. The Footprint Order should be acknowledged within 24 hours and responded to within 5 business days thereafter. The Customer Specific Provisioning Order should be the LSR. LSRs for UNE-P should be received electronically, provided with ordering flow-through and provisioned at parity with BellSouth retail. Electronic LSRs with flow through ordering</p>	<p>BellSouth has proposed a procedure whereby AT&T can order loop/port combinations using BellSouth OS/DA platform and AT&T branding. BellSouth is not opposed to AT&T making a one-time designation to BellSouth to have all of AT&T's end user calls routed to the appropriate OS/DA platform. AT&T, however, refuses to make a single designation and seeks instead a variety of OS/DA routing plans. Therefore, AT&T should be required to populate the appropriate Line Class Code on the LSR submitted to the LCSC. If AT&T decided upon, and communicated, a single OS/DA routing plan, then BellSouth could determine the appropriate Line Class Code and AT&T would not be required to provide such code on the LSR. AT&T will not, however, make such a designation.</p>

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		should be available for orders using either an unbranded or an AT&T branded platform.	
20.	<p>May the Interconnection Agreement contain conditions on the purchase of any BellSouth exchange? (General Terms and Conditions, Section 24.2)</p> <p>WITHDRAWN</p>	<p>The rates, terms, and conditions of this Agreement should govern the relationship between AT&T and the third party purchaser. BellSouth should not be permitted to remove the benefits of competition from a territory by selling it to another party that may assert a rural exemption or undermine AT&T's investment in competition by changing the rules. Further, AT&T should not be faced with the uncertainty of negotiating a completely new set of terms and conditions with another provider who purchases a BellSouth local exchange. Similarly, this Commission should not be required to review new sets of terms and conditions each time there is a sale of a local exchange.</p>	<p>The "successors and assigns" provision in the Preface of the Agreement should be adequate for AT&T. The contract language proposed by AT&T is unduly burdensome on BellSouth and any prospective purchaser of a BellSouth exchange. The obligations contained within 47 USC §251 and 252 are binding upon a successor and assign of BellSouth and thus the language proposed by BellSouth is sufficient.</p>
21.	<p>Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement? (General Terms & Conditions, Section 16.1)</p>	<p>More issues will arise now that AT&T is entering the market and will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes.</p>	<p>BellSouth has had experience with commercial arbitration in the resolution of disputes under interconnection agreements negotiated pursuant to 47 USC §252 and has found such arbitration to be expensive and unduly lengthy in nature. The Eighth Circuit Court of Appeals in <i>Iowa Utilities Board</i> ruled that the KPSC is charged with the power to resolve disputes relating to interconnection agreements and BellSouth should not be forced to waive its right to seek resolution of such issues before the KPSC.</p>
22.	<p>Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7, Exhibit</p>	<p>Yes. Change Control should apply to the entire range of transactions required between AT&T and BellSouth in order for AT&T to utilize Services and Elements. Both electronic and manual interfaces and processes are required to establish and maintain a business relationship</p>	<p>The terms and conditions of the I-CCP, as well as the subjects to which it should apply, should be negotiated between the I-CCP committee members and cannot be properly arbitrated in a proceeding that involves only BellSouth and AT&T. Subject to this, BellSouth will respond to</p>

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A)		<p>with BellSouth and conduct day-to-day business transactions. A comprehensive Change Control Process should provide “cradle to grave” coverage of the life cycle of an interface or process, and its supporting documentation (such as specifications, business rules, methods, and procedures). Thus, implementation of new interfaces, management of interfaces in production (including defect correction), and the retirement of interfaces should be addressed. Change Control should provide a normal process, an exception process, an escalation process, and a dispute resolution process with ultimate recourse to the Commission, mediation, or court adjudication. Additionally, a process by which the Change Control Process can be changed should be specified. The existing Electronic Interface Change Control Process (EICCP) and the Interim Change Control Process (I-CCP) BellSouth has proposed are not comprehensive. AT&T’s proposal and the existing BST proposal are compared below.</p>	<p>the individual items AT&T has identified through separate responses given below. To the extent such issues are arbitrated, the current I-CCP is more than adequate to serve the needs of the CLEC community and address AT&T’s concerns.</p>		
		Situation	AT&T Proposal	EICCP/I-CCP AT&T’s View	EICCP/I-CCP BellSouth’s View
		a) introduction of new electronic interfaces?	Yes.	Yes. The change control process should address the introduction of new electronic interfaces.	This subpart is addressed in the I-CCP today.
		b) retirement of existing interfaces?	Yes.	Yes. The change control process should address the retirement of existing interfaces.	This subpart is addressed in the I-CCP today.
		c) exceptions to the process?	Yes.	Yes. The change control process should address exceptions to the process.	This subpart is addressed in the I-CCP today.

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		Situation	AT&T Proposal	EICCP/I-CCP AT&T's View	EICCP/I-CCP BellSouth's View
		d) documentation, including training?	Yes.	Yes. The change control process should include more detail pertaining to documentation of interfaces, including training in the use of such interfaces.	BellSouth may agree in theory, but has implemented all documentation changes unilaterally and outside the EICCP.
		e) defect correction?	Yes.	Yes. The change control process should address defect corrections found in existing interfaces.	Defects are being implemented into the EICCP currently.
		f) emergency changes (defect correction)?	Yes.	Yes. The change control process should address defect corrections and provide emergency changes in existing interfaces.	The Type 1 system outages are defined in the interim change control process but are handled through the EC Support Help Desk.
		g) an eight step cycle, repeated monthly?	Yes.	Yes. The change control process should include a detailed eight step process to implement changes in interfaces.	For non-Type 1 issues, BellSouth has an 11-step process in I-CCP today with variable inputs and outputs for each step.
		h) a firm schedule for notifications associated with changes initiated by BellSouth?	Yes	Yes. The change control process should include a provision for the firm schedule of notifications associated with changes initiated by BellSouth.	BellSouth will provide 30-day notification for CLEC-impacting changes.

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		Situation	AT&T Proposal	EICCP/I-CCP AT&T's View	EICCP/I-CCP BellSouth's View
		i) a process for dispute resolution, including referral to state utility commissions or courts?	Yes.	Yes. The change control process should include a detailed process for dispute resolution, including referral to a dispute resolution process.	The I-CCP maintains a dispute resolution process. In the event that an issue is not resolved through the I-CCP's escalation process, BellSouth and the affected CLEC(s) will form a Joint Investigative Team of Subject Matter Experts. If the dispute cannot be resolved after this step, then either party may file an appropriate request for resolution of the dispute with the appropriate state commission.
		j) a process for the escalation of changes in process?	Yes.	Yes. The change control process should include a detailed process to deal with escalation of changes needed in interfaces.	BellSouth is implementing escalation procedures for the I-CCP.

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		Situation	AT&T Proposal	EICCP/I-CCP AT&T's View	EICCP/I-CCP BellSouth's View
		k) testing support and a testing environment	Yes	Yes. The processes and testing environments provided by BellSouth for use in CLEC certification and pre-release testing should be subject to the Change Control Process. The pre-release environment should be available to CLECs 30 days prior to the implementation of any new release.	Testing support and environment is being implemented into the CCP.
		l) provision of a trouble number for Type 1 events	Yes	Yes. BellSouth should provide a unique trouble tracking number for each Type 1 event.	Testing support and environment is being implemented into the CCP.
		m) a process for the cancellation/rejection/ or reclassification of CLEC change requests	Yes	Yes. BellSouth should not be allowed the ability to unilaterally cancel, reject or reclassify CLEC initiated requests. BellSouth should be required to present its rational for any proposed action to the industry at a Monthly Change Review meeting, receive input from the industry, and then in conjunction with the request initiator agree upon the disposition of the request.	BellSouth has the right to reject CLEC requests for costs, industry direction or technical feasibility.

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		Situation	AT&T Proposal	EICCP/I-CCP AT&T's View	EICCP/I-CCP BellSouth's View
		n) a process for prioritization and assignment of change requests to future releases for implementation	Yes	Yes. All change requests prioritized by the industry should be assigned according to that prioritization to as many future releases as necessary. This process should occur on a fixed recurring basis and be the driver for the determination of the need for and timing of new releases.	This subpart is addressed in CCP today.
		o) a process for changing the process	Yes	Yes. The Change Control Process should itself be subject to necessary change through a timely process that provides for an orderly, informed vote by all interested participants.	This subpart is addressed in CCP today.
23.	What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)	The issues AT&T is bringing forward for arbitration have been at issue between the parties for various periods of time. The current EICCP process is hostage to BellSouth's default power to implement or not implement any change at its option. This default power exists because the EICCP process is not subject to regulatory oversight. Only arbitration provides AT&T with a means by which it can obtain the requested capabilities from BellSouth in an assured and timely manner. Further, in the absence of a binding methodology by which		Issues such as those delineated in this issue should be resolved in the I-CCP. These are industry issues more properly resolved in another forum and not in this two-party arbitration.	

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		the industry can effect change, change can only be initiated by the actions of two parties which can then be expanded to incorporate others.	
	a) parsed customer service records for pre-ordering?	BellSouth should provide parsed customer service records for preordering pursuant to industry standards. AT&T needs this in order to fully integrate its ordering systems with BellSouth's and to obtain the functionality now available to BellSouth. BellSouth's internal systems parse the sections and fields of the CSR as needed to meet software program requirements precluding the need for service representatives to re-enter CSR information when processing orders. This item has been an industry standard since the publication of the LSOG3 guidelines.	<p>This subpart is before the CCP. A CCP Change Request was submitted by AT&T requesting a parsed customer service record via TAG. Planning and analysis on this issue will begin mid-2000 on the parsing of the CSR.</p> <p>BST currently provides the CLECs a stream of data via TAG. The stream of data is identified by section with each line uniquely identified and delimited. This is consistent with the data provided to BST's retail units.</p>
	b) ability to submit orders electronically for all services and elements?	BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives type their requests into a front end system (DOE or SONGS), which sends the request to SOCS, which then accepts valid requests and issues the required service orders. Examples of instances in which AT&T requires electronic ordering capability are the UNE Platform, handling of remaining service on partial migrations, use	<p>Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the I-CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the I-CCP, the I-CCP would be the appropriate forum to handle such a request.</p> <p>Non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex</p>

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		<p>of LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.</p>	<p>services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions.</p>
	<p>c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?</p>	<p>BellSouth should provide electronic processing after electronic ordering. See (b), above. Examples of instances in which AT&T submits electronic orders that are subsequently processed manually include LNP, UNE-P with LCC, and migrations merging existing accounts, related orders. AT&T has submitted change control requests and participated in other discussions aimed at improving the subsequent manual process pending full automation. Examples include worklist mechanization and a Flow-through Mechanization Project.</p>	<p>Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the I-CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the I-CCP, the I-CCP would be the appropriate forum to handle such a request.</p> <p>Non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions. Local service requests for some types of services are submitted electronically but "fall out" by design for processing. Even though the requests by design "fall out" for processing, electronic submission of the request improves the overall efficiency and effectiveness of order processing.</p>

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24.	Should BellSouth provide AT&T with the ability to access, via EB/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7, Section 4.2)	Yes. TAFI is a non-integrateable interface so AT&T must make additional entries into its own maintenance and repair systems, while BellSouth need only make this entry once. EB/ECTA is a machine-to-machine interface capable of integration but with limited functional capabilities. It is technically feasible to provide the full suite of TAFI functions via EB/ECTA.	BellSouth provides AT&T with complete access to TAFI and has complied with the current standards for ECTA. Future enhancements to ECTA shall be through the EICCP.
25.	Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination? If so, what are the appropriate rates, terms, and conditions for network equipment provided by BellSouth to AT&T? (UNE's, Attachment 2, §3.2) WITHDRAWN	Yes. BellSouth's position that sharing of the spectrum on local loop/port combination is only permitted when BellSouth utilizes the portion of the spectrum to provide voice is discriminatory and anti-competitive. Any purchaser of local loops from BellSouth should be allowed to use the loop in providing both voice and data at the same time. There are no technical constraints to this arrangement. The Commission's ordering of such arrangements will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.	No. BellSouth is only obligated to permit AT&T to share the spectrum on a local loop/port combination when BellSouth provides voice service over the facilities.
26.	What are the appropriate rates and charges for unbundled network elements and combinations of network elements? DEFERRED TO GENERIC UNE CASE	Issues related to rates and charges will be taken up in Administrative Case No. 382 as discussed in the Commission's orders.	Issues related to rates and charges will be taken up in Administrative Case No. 382 as discussed in the Commission's orders.
27.	Should AT&T be required to pay BellSouth costs it incurs for any order that AT&T modifies or cancels. (UNEs, Attachment 2, Section 3.3)	No. AT&T should not be required to pay BellSouth costs incurred for modifying or canceling an order when such modification or cancellation is caused by BellSouth. In those instances when the modification or cancellation is caused by AT&T, AT&T should not have to	AT&T should be required to pay BellSouth for any costs incurred when AT&T modifies or cancels an order.

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	SETTLED	pay any costs incurred by Bellsouth if those costs are already recovered through Bellsouth recurring or nonrecurring rates.	
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