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460 James Robertson Parkway
Nashville, Tennessee 37243-0505

March 17, 2003

Mr. Henry Walker, Esquire
Mr. David I. Adelman, Esquire
Ms. Nanette S. Edwards, Esquire
Ms. Joelle J. Philips, Esquire

Re: Petition for Arbitration of ITC DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Docket # 03-00119.

On February 7, 2003, ITC^DeltaCom Communications, Inc. filed the petition for arbitration in the above referenced docket. On March 3, 2003, the Directors assigned to this docket appointed the TRA General Counsel or his designee to serve as mediator. This is to inform you that I, Jerry Bennett, have been designated as the Mediator in this Docket.

Please find attached herewith, a combined matrix for your review. If there are any areas where you believe the furnished matrix is not accurate, please provide any changes to me no later than March 27, 2003. In addition, I would like to set the mediation for a Wednesday, either April 2, 2003 or April 9, 2003. Please let me know which of these dates is acceptable, if neither, please provide potential available dates by March 27, 2003.

In other matters that have come before the TRA, I have noticed, in general, there has never been a face to face meeting of the actual decision makers prior to the TRA's hearing. Therefore, properly done, mediation helps the parties communicate, giving both sides the opportunity to discuss the situation openly and honestly, with the objective of helping the parties come up with fair and acceptable solutions to the problems. Mediation is typically confidential face to face communications among the decision makers and specifically designed to encourage open communications. Therefore, I would prefer that only the decision makers that have the immediate authority to resolve issues in dispute are present. If you feel the necessity to have legal counsel present, please inform me no later than March 27, 2003.

I look forward to facilitating the discussion of each issue between the parties and sincerely hope that settlement can be reached on the issues. If you have any questions, I, Jerry Bennett, can be reached at 615 741-2791, Ext. 194.

Telephone (615) 741-2904, Toll-Free 1-800-342-8359, Facsimile (615) 741-5015
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Respectfully,

Jerry Bennett
Mediator

cc: Director Ron Jones
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ITC^DELTACOM/BELLSOUTH ARBITRATION ISSUES MATRIX DOCKET 03-00119

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
1	**Term of the Agreement** (GTC – Section 2.1;2.3 – 2.6): a) Should the parties continue to operate under the TRA-approved interconnection agreement pending the TRA's ruling on the arbitration? b) If so, what should be the length of the term of the agreement resulting from this arbitration?	a) Yes. DeltaCom should be permitted to continue under an existing TRA approved agreement pending any arbitration decision. It is a greater hardship to DeltaCom to move to a completely new contract than for Bell to simply continue under the existing agreement. The current interconnection agreement provides that the parties will continue to operate under the existing agreement. b) Five years. Three years is too short. The parties literally executed the last four agreements in early 2002 and turned around a month or two later to start new negotiations for a new agreement.	a) Not indefinitely. The parties should operate under the provisions of the expired Agreement for no more than 180 days after the expiration date. Combined with the re-negotiation provisions, this gives the parties approximately 15 months to enter into a new Agreement, either through negotiation or arbitration. Subsequent to the 180-day period, the parties should default to BellSouth's Standard Interconnection Agreement. It is unreasonable to require the rates, terms and conditions of the expired Agreement to continue to apply as it stifles BellSouth's ability to implement new processes or forces BellSouth to maintain old processes to be performed manually. b) The term of the new Agreement should be no more than 3 years. This is consistent with the three year timeframe set by the FCC for review of its rules under Section 251.	Open

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2	**Directory Listings** (GTC – Section 4; Attachment 6 – Section 2.2.2): a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T? b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers? c) Does DeltaCom have the right to review and edit its customers' directory listings? d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should the credit or PMAP measure?	a) DeltaCom should have access to its end user customer listings in a reasonable time prior to publication in the BellSouth Directory. BellSouth sends the listings to BAPCO and DeltaCom should be able to verify that they have been accurately submitted. b) CLECs' listings are commingled with the BellSouth listings, but distinguished by the OCN. These should be extracted prior to book print for review. An electronic comparison of what was submitted versus what is being printed is in the best interest of both parties. c) Yes. Since DeltaCom is blind to the actions between BellSouth and BAPCO, and bears the financial responsibility to its end user, DeltaCom must be able to validate the accuracy of the listings. d) BellSouth will only return the monies collected/billed for the white page listings. Since Advertising dollars in the Yellow Pages (BAPCO) are not covered, BellSouth should be required to meet a Performance Standard.	a) Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Directory Listings are not a Section 251 requirement subject to Section 252(i). b) BellSouth is required to provide access to its directory assistance database and charges fees to do so in both its Agreement and its tariff (such as Issue 15, DADAS). BellSouth is not required to provide an electronic feed of directory listings for DeltaCom customers. c) DeltaCom has the right to review and edit its customer's directory listings through access to their customer service records. BellSouth Telecommunications does not have a database through which review and edits of directory listings may be made. This issue is between DeltaCom and BellSouth Advertising & Publishing Company (BAPCO), and should not be the subject of a two party arbitration with BellSouth Telecommunications. d) If an error occurs in a Directory Listing, DeltaCom can request a credit for any monies billed that are associated with the charge for said listing pursuant to BellSouth's General Subscriber Service Tariff. Further, the issue of PMAP measurements should not be addressed in an arbitration with an individual CLEC.	Open

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3	**Advance Notice of Changes to Resold Offerings** (GTC – Section 20.3): a) Must BellSouth provide advance notice of changes to resale offerings? b) Can DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs?	a) Yes. In Tennessee and Florida, DeltaCom is required to provide 30 days advance notice to end users of any price increase and or discontinuance of a product. If DeltaCom is reselling BellSouth's product and BellSouth either raises the rate or discontinues the product, DeltaCom needs advance notice in order to contact its outside vendor to include a bill insert notifying the end user of the change. b) Yes. To the extent BellSouth is providing such advance notice to other CLECs, DeltaCom is placed at a competitive disadvantage.	a-b) BellSouth will provide CLECs with advance notice via Internet posting of price changes and changes to the terms and conditions of services available for resale consistent with the provisions of Commission Orders.	Open
4	**Tax Liability** (GTC – Section 13.1): Should language covering tax liability be included in the interconnection agreement and, if so, should that language simply state that each party is responsible for its tax liability?			Closed

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5	**Access to Pending Order Information and Status of Order Information** (Attachment 6 – Sections 1.5.1 and 4.3): a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail representatives? b) Should BellSouth be required to provide information regarding the status of an order to DeltaCom to the same degree as that it provides to its retail representatives?	a) Yes. DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content. b) Yes. DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content.	a) Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the Change Control Process (CCP). Further, pending service orders (PSO) are carrier information and are only accessible by the owner of that account. DeltaCom's request for BellSouth to authorize access to all PSOs without permission from the carrier submitting the order is a violation of the CPNI rules. b) Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth provides DeltaCom and all CLECs with applications and reports that provide order status information at parity to retail service representatives. For example, in addition to the status information returned to DeltaCom on its electronic and manually submitted orders, DeltaCom is able to determine order status information via the CLEC Service Order Tracking System (CSOTS) as well as via Manual and Electronic Purchase Order Number (PON) Status Reports.	Open
6	**Facility Check Information** (Attachment 6 – Sections 1.7 and 4.4): Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations?	Yes. BellSouth is providing such information in Tennessee. BellSouth will not agree to do so in other states unless it is ordered to do so by the other state commissions.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth does not validate facilities availability for its retail operations at the point of order negotiation with its end-user customer. Despite the ordered implementation of this functionality in Florida Service Quality Measurement hearings, impacted SQMs were initially based upon returning an FOC prior to facilities check. A change in functionality would also require a consideration for how the impacted measurements should be defined – an issue more properly placed in an SQM hearing.	Open

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7	**Addition of Call Forwarding** (Attachment 6 – Section 5.1.2): Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?			Closed
8	**Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology** (Attachment 2 – Section 3.1): a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? b) What terms and conditions should apply with regard to UDLC?	a) Yes. IDLC technology is required to allow DeltaCom to provide the same quality of service to DeltaCom customers as that delivered by BellSouth to its customers. Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary. DeltaCom proposed compromise language. b) If BellSouth currently serves a customer loop on UDLC, when DeltaCom orders the loop to either a UNE-P or to DeltaCom's facility based network, BellSouth must keep the customer on UDLC. If there is a technical reason why BellSouth cannot keep the customer on UDLC, BellSouth must notify DeltaCom in advance of any in-service turn-up of the loop.	a) Loops provided over IDLC are integrated into BellSouth's switch. Therefore, when a CLEC obtains a customer currently served by IDLC, it is necessary to provide a non-integrated facility to serve the customer. BellSouth has eight (8) alternatives for providing this non-integrated unbundled loop facility that are currently used by BellSouth when it is necessary to convert an IDLC loop to an unbundled loop facility. If DeltaCom wants a loop with particular transmission standards (other than voice grade), it should order such a loop or place a New Business Request (NBR) with BellSouth. b) BellSouth provides DeltaCom with unbundled loops (whether on UDLC or other technology) that meet the technical transmission requirements for voice grade loops.	Open

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9	**OSS Interfaces** (Attachment 6 – Section 3.2): Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?	Yes. It is a requirement of the Telecom Act that OSS be nondiscriminatory.	The FCC and the nine state regulatory authorities for BellSouth's region have ruled in all of BellSouth's 271 applications that BellSouth provides_nondiscriminatory access to its OSS for performing the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. To the extent DeltaCom seeks some modification to BellSouth's regional OSS, the appropriate forum is the CCP - not an individual interconnect agreement arbitration. Further, BellSouth believes that the current language contained in the Interconnection Agreement Sections 1.2 and 3.2 adequately states what BellSouth provides regarding interfaces to OSS.	Open
10	**Completion Notifier** (Attachment 6 – Section 4.2): Should BellSouth be required to provide DeltaCom a completion notifier?	Yes. BellSouth should provide CLECs notice when their billing is impacted. Often CLEC orders sit on BellSouth's "hold" file and are not posted to the billing systems. This prohibits CLECs from receiving a timely Customer Service Record ("CSR") update. Therefore, end use consumers may encounter several months of charges when the record finally is posted. Delay also creates problems because DeltaCom cannot issue follow up orders to the customer account since the Customer Service Record ("CSR") does not reflect correct information.	BellSouth lists this issue as closed.	Closed with regard to new orders. Open otherwise.

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11	**Access to UNEs** (Attachment 2 – Sections 1.1, 1.4 and 1.10): a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? b) Must all network elements be delivered to DeltaCom's collocation arrangement? c) What standards should apply to network elements?	a) Several states have retain authority to establish UNEs. This agreement must be approved by state commissions and therefore must compliant with state orders and regulations. b) No. In fact, DeltaCom has network elements today that are not delivered to a collocation site. c) DeltaCom wants the language provided to AT&T in its Interconnection Agreement regarding standards for network elements.	a) BellSouth contends that the interconnection agreement should specify that the rates, terms and conditions of network elements and combinations of network elements should be compliant with federal and state rules pursuant to Section 251 of The Act. The Interconnection Agreement is an agreement under Section 251. If a state commission orders BellSouth to provide access to network elements pursuant to any authority other than Section 251 (for example under a separate state statutory authority) those elements should not be required to be included in a Section 251 agreement. b) Not all UNEs terminate to a CLEC's collocation space, such as subloops. BellSouth's proposed language delineates those elements that do not terminate at the collocation space. c) BellSouth is unsure of DeltaCom's issue. All elements should be delivered consistent with the parameters that define that element.	Open
12	**Reciprocity of UNE Services and Conditions** (Attachment 2 – Section 1.3; Attachment 3 – Section 1.3): Should the interconnection agreement refer to both BellSouth and DeltaCom tariffs?			Closed
13	**Testing of UNEs** (Attachment 6 – Section 4.6.23): a) Should BellSouth be required to provide UNE testing results to DeltaCom? b) Should the parties be required to perform cooperative testing within two hours of a request from the other party?	b) Yes. This language is in the parties' current interconnection agreement.	a) Closed b) Cooperative testing can be requested by DeltaCom, and it will be scheduled by BellSouth on a first come first serve basis. Tests will be conducted as soon as practical after the request is received, in a nondiscriminatory manner. To require DeltaCom testing to be performed within two (2) hours could potentially result in BellSouth discriminating against a CLEC that asked for cooperative testing earlier than DeltaCom.	Open as to subpart b only.

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14	**Prohibition of Use of UNEs to Provide Wireless Service** (Attachment 2 – Section 1.5): Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?			Closed
15	**DADAS** (Attachment 2 – Section 13.6.1): Should the rates, terms and conditions for DADAS be included in the interconnection agreement?	Yes. DeltaCom needs to know to what rates, terms and conditions it is agreeing to be bound.	No. DADAS is a tariffed service and the rate should not be in the Agreement, as the rates, terms and conditions under which this service is provided are fully set forth in the tariff.	Open
16	**Does Inside Wire Include Both Wire Owned and Controlled by BellSouth** (Attachment 2 – Section 2.2.1): Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?			Closed
17	**Provisioning and Cutovers** (Attachment 2 – Section 3.7): What language should apply to provisioning and cutovers?	The “hot cut” process must be seamless from the end user’s perspective.	BellSouth has offered DeltaCom the AT&T language coterminous with AT&T agreement. DeltaCom is not allowed to adopt language from another interconnection agreement for a term longer than the agreement from which the language is taken.	Open

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18	**Testing of NXXs. Call Forwarding Variable and Remote Access to Call Forwarding Variable** (Attachment 2 – Section 9.2.5.1; Attachment 6 – Section XX): a) Should DeltaCom have access to call forwarding variable and remote access to call forwarding variable when testing whether NXXs are being correctly translated in the BellSouth network? b) If so, what rates should apply?	a-b) DeltaCom wants to continue to use the call forwarding feature to test NXXs and pay a cost-based rate. As a result of the last arbitration, BellSouth agreed to allow ITC^DeltaCom to pay a cost-based rate for interim number portability, which was the call forwarding feature. ITC^DeltaCom also wants to add these two types of call forwarding such that ITC^DeltaCom can quickly test and identify whether there is an NXX translation problem. Allowing ITC^DeltaCom to quickly test and determine whether the customer trouble is an NXX translation problem benefits both ITC^DeltaCom and BellSouth.	a) Remote Call Forwarding (RCF)is a tariffed service whose rates, terms, and conditions are fully set forth in the tariff. BellSouth agreed in the past to provide this for Interim Number Portability (INP). However, INP no longer exists and BellSouth is not required to offer RCF at TELRIC rates. BellSouth has a process by which CLECs may request BellSouth to develop services, through a New Business Request (NBR). b) The rates in the tariff.	Open
19	**Unbundled Remote Call Forwarding ("URCF")** (Attachment 2 – Section 9.2.5.1.3): Should the interconnection agreement include language that URCF will not be used to forward calls to another URCF or "similar service"?			Closed
20	**SS7** (Attachment 2 – Section 16.1.3.2): a) Should BellSouth provide the option of a high speed link for SS7? b) Should BellSouth meet DeltaCom at the central office in the DeltaCom serving wire center?	b) Yes. This issue regards SPOI (Point of Interconnection with Signaling services). DeltaCom is willing to have a single interconnection point in the BellSouth network for each STP pair and incur the cost from that meet point back to DeltaCom's STPs. By meeting at the central office in the DeltaCom serving wire center, the parties mutually share transport facilities.	a) Closed b) BellSouth will meet DeltaCom at established SS7 gateways consistent with the manner BellSouth does for all other customers. BellSouth should not be required to absorb DeltaCom's transport costs.	Open as to subpart b only.

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21	**Dark Fiber Availability** (Attachment 2 – Section 8.1.1): Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?	Yes. BellSouth wants to require DeltaCom to pick up dark fiber loops only at the DeltaCom collocation site. In fact, the parties meet in locations other than a collocation site. It is technically feasible for BellSouth to make dark fiber loops available at other locations.	BellSouth's definitions of dark fiber comport with the definitions of loops and transport under the FCC's rules. BellSouth will make dark fiber loops available at DeltaCom collocations. DeltaCom apparently wishes to access dark fiber at points other than those specified by the FCC's rules. BellSouth believes it has no requirement to do so.	Open
22	**Dark Fiber Parity** (Attachment 2 – Section 8.2.1): Whether BellSouth should provide dark fiber to DeltaCom under the same terms and conditions that it provides to itself?			Closed
23	**Dark Fiber Holding Period** (Attachment 2 – Section 8.2.4): Should BellSouth hold the dark fiber for DeltaCom after receiving a valid, error-free LSR?	Yes. DeltaCom is placed at a competitive disadvantage if BellSouth is holding dark fiber for other carriers for 45 days but refuses to provide the same opportunity to Deltacom.	If DeltaCom requests dark fiber to a collocation space that is awaiting its completion, BellSouth holds the dark fiber for 45-days after a valid error free LSR is received. DeltaCom should not be permitted to have fiber held for 45-days absent these circumstances. DeltaCom should request dark fiber when it has a need for the dark fiber and should not be permitted to warehouse fiber to the exclusion of other CLECs or BellSouth.	Open

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24	**Rate and Provision of Performance Data** (Attachment 2 – Sections 9.1.4.15 and 11.3.2.3): a) Should BellSouth be required to provide performance data for customer line, traffic characteristics and common (shared) transport? b) What should be the rate for Performance Data that BellSouth provides to DeltaCom regarding customer line, traffic characteristics, and other information? BellSouth be required to provide performance data for end-user customer line, traffic characteristics and common (shared) transport?	a) Yes. BellSouth should make available, via e-mail, website or other electronic media, blockage information on common trunk groups. Information should be as real-time as possible, given limitations of call detail gathering. Information should include the CLLI codes of the trunk group, the TSC code, number of members, GOS based on Erlang B, time of day and rates with respect to situation or augmentation. b) Yes. BellSouth should charge a UNE rate for the performance measures associated with UNE elements and BellSouth should be required to provide this data in a similar (parity) manner to which BellSouth provides this data internally.	a) Performance Data is not an item subject to the regulation of section 251 or 271. BellSouth provided language that we would agree to offer performance data through a professional services agreement or NBR. b) The rates for Performance Data are not subject to the pricing requirements of section 252. The rate will be determined by either agreement of the parties or through the NBR.	Open

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25	**Provision of ADSL Where DeltaCom is the UNE-P Local Provider** (Attachment 2 – Section 8.4): Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?	Yes. DeltaCom has received consumer complaints that the consumer can't take DeltaCom voice service because if he or she does, BellSouth disconnects the consumer's ADSL service. This is an anticompetitive tying arrangement.	No. BellSouth should not be required to provide DSL services to end users who receive voice services from a UNE-P provider for a number of reasons, including: (1) a UNE-P line is not a BellSouth provided facility (ie the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (HFPL) and lacks permission to provision DSL over this portion of the CLEC loop; (2) in order for BellSouth to be able to provide DSL over the CLEC's HFPL, BellSouth would need to negotiate contracts with each individual CLEC by individual state, which would be extremely time consuming and could potentially have severe operational implications as each CLEC may propose different requirements in order for us to use their spectrum. Some may not allow us to use their spectrum at all; (3) many databases would need to be created to track which CLECs are allowing us to use their spectrum, for which states, at what cost, and for which end users, and many system enhancements would need to be done to ensure our current systems would be able to interface with these databases. The procedures and costs (including who should pay) have not yet been finalized; (4) in order for BellSouth to recover its development costs for DSL over UNE-P, we would either have to charge the CLEC, or the NSP or our shareholders. Either way, this would ultimately result in a higher cost for the end user, and would most likely make DSL less competitive compared to other broadband technologies. Furthermore, this would put the burden of whether CLECs provide their own DSL service on BellSouth; and (5) BellSouth provides wholesale DSL and FastAccess® on BellSouth-provided exchange line facilities. BellSouth's FCC Tariff No. 1, establishes DSL as an overlay service, and requires the existence of an "in-service, Telephone Company [i.e., BellSouth] provided exchange line facility." FCC Tariff No. 1, Section 7.2.17(A). A UNE-P line is not a BellSouth owned facility. Therefore, BellSouth should not be required to provide DSL over UNE-P.	Open

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26	**Local Switching – Line Cap and Other Restrictions** (Attachment 2 – Sections 9.1.3.2 and 9.1.2): a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching? c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? d) What should be the market rate?	a) The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines. b) Yes. This language is in other carrier agreements and is in the parties' current interconnection agreement. c-d) This issue is subject to the provisions of the FCC Triennial Review order and the findings of the TRA in the impairment analysis prescribed by the order. To the extent BellSouth is allowed to price a service at market rates, those rates must be approved by the TRA and supported by relevant market data and analysis.	a) BellSouth did not list "a" as an issue. b) BellSouth is only required to provide local switching as set forth in FCC's rules, which do impose restriction on DeltaCom's use of local switching. BellSouth will provide local switching in accordance with FCC and Commission rules. This issue is more appropriately addressed in the TRA's Generic Local Switching Docket (02-00207) and, therefore, should be transferred to that docket. c) BellSouth will provide local switching at market-based rates where BellSouth is not required to unbundle local switching. d) An arbitration under §251 of the 1996 Act is not the appropriate forum for resolution of this issue.	Open
27	**Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC** (Attachment 2 – Section 9.1.7): Should calls originated by a DeltaCom end-user or BellSouth end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA?	Yes. The parties' existing interconnection agreement provides that the LATA is local. Most of DeltaCom's existing local products are based on this definition. DeltaCom will be forced to discontinue these existing products if the definition is changed. Any change to the existing definition of "local" would create substantial operational problems and expense and would be disruptive and confusing to consumers.	The CIC code is an access code and would result in call being billed as a toll call. This is simply an attempt by DeltaCom to avoid access charges.	Open
28	**Local Switching** (Attachment 2 – Sections 9.1.3 through 9.1.63): Should the existing language in the interconnection agreement regarding local switching and other issues be maintained?	Yes. DeltaCom would like to maintain the language of the existing interconnection agreement.	BellSouth's position is that its proposed language appropriately addresses BellSouth's provision of local switching. Inclusion of DeltaCom's proposed language is duplicative and unnecessary.	Open

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29	**AIN Triggers** (Attachment 2 – Section 9.1.4.16): Should BellSouth offer AIN triggers on a stand-alone basis via DeltaCom's interconnected STPs?	Yes. DeltaCom has its own STP network and should be able to interconnect to BellSouth's AIN platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network.	AIN was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.	Open

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30	**Provision of Combinations** (Attachment 2 – Sections 1.3 and 1.7): a) Should BellSouth be required to provide combinations if they are technically feasible? b) Should BellSouth be required to provide DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? c) What terms and conditions should apply to the provisions of combinations?	DeltaCom seeks language similar to that contained in other interconnection agreements in order to not be placed at a competitive disadvantage.	a-c) At the CLEC's request and subject to the terms and conditions set forth herein, BellSouth shall provide access to Currently Combined, and Ordinarily Combined combinations of port and loop unbundled network elements and loop and transport unbundled network elements, (hereinafter referred to as Enhanced Extended Links or "EELs"). BellSouth shall also provide access to Not Typically Combined combinations. Currently Combined, Ordinarily Combined and Not Typically Combined shall have the meaning set forth below. • Currently Combined network element combinations shall mean that such unbundled network elements are in fact already combined by BellSouth in the BellSouth network to provide telecommunications service to a particular location. • Ordinarily Combined network element combinations shall mean that such unbundled network elements are combined by BellSouth in the BellSouth network in the manner in which they are typically combined even if the particular elements being ordered are not actually physically connected at the time the order is placed. Not Typically Combined unbundled network element combinations shall mean that such network elements are neither Currently Combined nor Ordinarily Combined as these terms are defined above. In compliance with FCC Rule 51.315(d), requests for combinations of Not Typically Combined unbundled network elements are available through the bona fide request process.	Open
31	**EELs** (Attachment 2 – Sections 10.2 and 10.3): Are new EELs ordered by DeltaCom subject to local use restrictions?	No, under the existing FCC rules and orders.	Yes. The Supplemental Order Clarification (FCC 00-183) is not limited in its applicability to only existing EELs. The policy behind these restrictions was to avoid the supplanting of special access by EELs, which is equally applicable to newly requested EELs.	Open

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32	**Availability of EELs** (Attachment 2): Should EELs be available everywhere?	DeltaCom is not aware of any instance where EELs would not be available. Additionally, existing restrictions on EELs related to commingling and local usage criteria have been modified in the FCC Triennial Order. As soon as this information is available the EELs provisions must be amended to incorporate these changes.	EELs are available except where facilities do not exist.	Open
33	**Special Access Conversions to EELs** (Attachment 2 – Section 10.3.1): Can DeltaCom provide a blanket certification that refers to all three safe harbors for special access conversions?	Yes. Under the current contract, DeltaCom was permitted to provide a blanket certification. In some cases the conversion can fall under more than one safe harbor. DeltaCom should be able to use the other safe harbors, if applicable.	No. The Supplemental Order Clarification (FCC 00-183) clearly requires that a requesting carrier provide certification of which circumstance it meets. Each circumstance has a separate certification requirement. Paragraph 29 of the Order states that "the letter should indicate under what local usage option the requesting carrier seeks to qualify".	Open
34	**Audits** (Attachment 2): Should DeltaCom be required to reimburse BellSouth for the full cost of an audit?	A determination of appropriate language for this issue must be deferred pending issuance of the FCC Triennial Order.	Yes. The Supplemental Order Clarification (FCC 00-183, Para. 31) requires that the CLEC reimburse the incumbent if the audit uncovers non-compliance with the local usage options.	Open
35	**Conversion of DS3 Special Access to EELs** (Attachment 2): Should a "switch-as-is" non-recurring charge apply to conversions of special access DS3s to EELs as opposed to a non-recurring charge that is the sum of the elements? If so, what is the appropriate charge?			Closed

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36	**UNE/Special Access Combinations** (Attachment 2 – Sections 10.7 and 10.9.1): a) Should DeltaCom be able to connect UNE loops to special access transport? b) Are special access services being combined with UNEs today?	a) Yes. The parties' current interconnection agreement provides for this combination and it is in other interconnection agreements. b) In various circumstances, DeltaCom has had special access services in combination with UNE services.	a) The FCC Rules regarding combinations (47 C.F.R. 51.315) relate to combinations of UNEs. It contains no requirements for an ILEC to combine UNEs with tariffed services. Further, paragraph 28 of the June 2, 2000 Supplemental Order Clarification addressed this issue in rejecting MCI's request to eliminate the prohibition on co-mingling. This issue is being addressed by the FCC in its Triennial Review. b) No.	Open
37	**Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation** (Attachment 2): Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?	In some instances, DeltaCom has a Special Access loop that goes to DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. DeltaCom has requested the same treatment. DeltaCom should be offered the same process. Otherwise it will be placed at a competitive disadvantage.	CLECs may order standalone UNEs in accordance with their interconnection agreements and may chose to roll traffic currently routed over an existing special access circuit to those UNEs. The conversion requirements specified by the FCC in the Supplemental Order Clarification apply only to conversions of special access circuits to loop and transport (EEL) UNE combinations. Neither the FCC Rules regarding combinations nor any FCC Order addresses, either directly or indirectly, conversions of stand-alone elements, which are, by definition, not combinations, but individual elements that terminate in a collocation arrangement.	Open
38	**Hours of UNE/LCSC Center** (Attachment 2 – Section 2.2.2.3): a) Should BellSouth be required to maintain UNE/LCSC hours from 8 a.m. to 5 p.m. local time? b) Must BellSouth finish a cutover once started?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
39	**Definition and Treatment of Local Traffic and Tandem Switching** (Attachment 3): a) Should local traffic be defined as any call that originates and terminates within the LATA, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user? b) Does DeltaCom's switch perform tandem switching?	a) Yes. The current interconnection agreement provides that calls originating and terminating in the same LATA are local. DeltaCom wants to maintain the existing language in the contract. b) Yes. Under the FCC guidelines, DeltaCom switch coverage areas are equivalent to the tandem coverage areas of BellSouth and many DeltaCom switches perform tandem switching functions.	a) BellSouth proposes that the parties utilize BellSouth's retail local calling area. b) DeltaCom must demonstrate, based on its deployment in each state, whether its switch in that state performs tandem switching.	Open
40	**Point of Interconnection ("POI")** (Attachment 3): a) Can a CLEC select only one POI per LATA? b) Should each party pay its own costs to reach that POI within the LATA? c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?	a) Yes. The FCC recently issued an order in an arbitration case in Virginia where it made it clear that the CLEC, not the ILEC, selects the POI and the CLEC only has to have one POI per LATA. b) Yes. c) Yes. DeltaCom should not be required to move its existing POIs due to the expense and disruption in moving the traffic.	a) The location of the initial POI or interconnection point (IP) in a given LATA shall be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party. b) For these states where the Commissions have already ruled on this issue, either in an arbitration case, or in a generic case, BellSouth will abide by the prior ruling of the Commission as to which party pays the costs to transmit traffic across local calling area boundaries within the LATA to reach the designated POI. c) The existing IPs should be transitioned to be in congruence with the new Agreement language. Further, the arbitration case cited by DeltaCom was specific to the parties involved, outside of BellSouth's service territory, and based on the evidence presented therein and therefore is not applicable.	Open

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41	**Percent Local Facilities ("PLF")** (Attachment 3): Should DeltaCom report a PLF?	No. The reporting and methodology that BellSouth has created called "PLF" is not approved by OBF. Furthermore, no ILEC requires DeltaCom to report a PLF. This is not a requirement of the existing interconnection agreement.	Yes. The Percent Local Facility Factor, or "PLF", is similar to the PLU factor that is utilized by telecom providers in the industry. The PLF tells BellSouth what portion of the facilities purchased by DeltaCom are "Local" pursuant to the terms of the interconnection agreement.	Open
42	**Audits of PIU/PLU** (Attachment 3): Does a party have to pay for an audit if the reported factors are more than 20 percentage points overstated?	No.	Yes. BellSouth's position is that the party requesting an audit should be responsible for the costs of the audit, except in the event the audit reveals that either party is found to have overstated the PLU or PIU factors by 20 percentage points or more, in which case the party overstating the PLU/PIU should be required to reimburse the other party for the costs of the audit.	Open
43	**Trunk Group Service Request ("TGSR")** (Attachment 3): Should both parties (not just DeltaCom) use the TGSR to order trunks?			Closed
44	**Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept** (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?	Yes. DeltaCom has its own operator/DA center and must be able to interconnect its TOPS platform with BellSouth's. DeltaCom is connected today and this mutually benefits BellSouth's operator services center as well as DeltaCom.	No. These services are no longer UNEs and are therefore provided under the access tariff, not the Agreement.	Open
45	**Switched Access Charges Applicable to BellSouth** (Attachment 3 – Section 9.2): Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?	Yes. The interconnection agreement should be reciprocal.	No. BellSouth Long Distance (BSLD), not BellSouth Telecommunications, is the authorized interexchange carrier. Therefore, BellSouth Telecommunications should not be required to pay switched access charges to DeltaCom. Instead, DeltaCom and BSLD should negotiate the appropriate terms and conditions for the payment of switched access charges.	Open

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46	**BLV/BLVI** (Attachment 3): Does BellSouth have to provide BLV/BLVI to DeltaCom consistent with the language proposed by DeltaCom?	DeltaCom has proposed language that is in the parties' current interconnection agreement. Unlike other CLECs, DeltaCom has its own operator/DA center and must be able to interconnect with BellSouth.	BellSouth will provide BLV/BLVI in a nondiscriminatory manner and at parity with how it provides such functionality to its retail customers.	Open
47	**Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation")** (Attachment 4): Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?	Yes. This is contained in existing interconnection agreement language. The same rates, terms and conditions that BellSouth applies to DeltaCom in this situation should also be applied to BellSouth when it collocates in DeltaCom's collocation space.	BellSouth does not collocate in any DeltaCom premises, as the term "collocation" is defined by the Telecommunications Act of 1996; therefore, BellSouth does not need a collocation agreement and should not be forced to enter into a collocation agreement with DeltaCom. BellSouth has never collocated its equipment in DeltaCom's central offices for the purposes of collocation, nor does BellSouth have such an intention.	Open
48	**Provision of Terminations in Excess of Capacity of Equipment** (Attachment 4 – Section 5.1.4): Should BellSouth limit the number of terminations?	No. If BellSouth limits the number of terminations to that of transmission equipment, this will prevent DeltaCom from ordering certain BellSouth products such as UNE DS3s and others, which are available by combining/routing circuits within the collocation, but do not require transmission or regeneration.	Yes. The issue here is whether BellSouth should limit the number of CFA terminations to the total port or termination capacity of the equipment that is physically installed in the collocation arrangement. The total capacity includes not only the equipment that is already in place, but also any capacity that DeltaCom has requested on a Bona Fide Application submitted to BellSouth. BellSouth's main concern in regard to this issue is the preservation of a limited resource, terminations on the Main Distributing Frame (MDF).	Open
49	**Requirement to Provide List of Entities with an Interest in DeltaCom's Collocation Equipment** (Attachment 4 – Section 5.2): Must DeltaCom provide to BellSouth a list of those entities with a security interest in equipment in DeltaCom's collocation space?	No. Article 9 of the UCC requires any such liens to be filed publicly. BellSouth is capable of obtaining these filings. DeltaCom is not required to perform this work for BellSouth when BellSouth is equally capable of gathering this information.	Yes. BellSouth is requesting a list of entities from DeltaCom that have an interest in the collocated equipment (such as equipment lienholders) in order to identify those entities in the event DeltaCom abandons its collocated equipment in BellSouth's premises. This will speed up the recovery of abandoned collocation space so that it will be available to new collocators. BellSouth has agreed to use this information only for the purposes of disposal of the abandoned equipment and recovery of the collocation space and to treat this information as proprietary and confidential.	Open

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50	**Subsequent Application Fee and Application Modification** (Attachment 4 – Section 6.3.1): Can BellSouth charge a subsequent application fee and/or other charges when no work is actually required?	In the parties' current agreement, when there is no provisioning or construction work required, there is no subsequent application fee. DeltaCom wants to keep the same language.	Yes. The purpose of this application fee is to recover the costs of assessing and responding to an application – not the work that BellSouth must actually perform to prepare or condition the space, which is recovered through the space preparation fees. The application needs to be evaluated to determine if any physical work activities are required; therefore, BellSouth should be able to recover from DeltaCom the costs associated with making that assessment.	Open
51	**Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges", and any other Charges)** (Attachments 1, 5 and 6): a) Is DeltaCom entitled to assess charges to BellSouth for work performed on LSRs sent from BellSouth to DeltaCom (i.e., an OSS charge)? b) Should DeltaCom be able to assess against BellSouth a "Change in Service Provider" charge? c) Should DeltaCom be able to assess charges for work or performance for BellSouth?	BellSouth sends DeltaCom LSRs to port phone numbers from DeltaCom to BellSouth. DeltaCom works the order so that the customer does not have any disruption or degradation of service when moving from DeltaCom to BellSouth. DeltaCom seeks to charge BellSouth for this work just as BellSouth charges DeltaCom. BellSouth assesses a "Change in Service Provider Charge" when a customer leaves BellSouth to sign up with DeltaCom. DeltaCom wants to assess that same charge when a DeltaCom customer migrates to BellSouth.	a) DeltaCom is not entitled to recover charges for the development of Operational Support Systems (OSS) as BellSouth does not send DeltaCom LSRs via a mechanized system. b) BellSouth does not have a Change in Service Provider Charge. BellSouth charges a Secondary Service Ordering Charge for establishing the end user's account as a CLECs customer for billing and provisioning records. c) This refers to the disconnect charge - in a change of provider environment, DeltaCom does not perform any work for BellSouth – DeltaCom is simply disconnecting their own customer.	Open
52	**Sharing of Cost of Facilities for Transit Traffic** : a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic?	a) Yes. BellSouth should share in the cost of the facilities since it is BellSouth's originating traffic. b) Yes. DeltaCom should receive compensation on a per-minute of use basis just like BellSouth.	a-b) BellSouth places its originating traffic (reciprocal) on a reciprocal trunk group rather than a transit trunk group. If DeltaCom is aware of routing to the contrary, please advise BellSouth so that it can correct any misrouting of traffic. No sharing of transport cost is warranted.	Open

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53	**Rates and Charges not Ordered by the TRA** (All Rate Sheets; Attachment 6 – Section 6; Attachment 2 – Section 22.3.3): a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the TRA in its recent Order in the generic docket for setting UNE rates? b) Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by the TRA from those rates that BellSouth is proposing?	a) No. The purpose of the generic docket regarding UNE rates is to set generally-applicable rates. BellSouth is now proposing a "Cancellation" charge for all resold and UNE services that it plans to tariff in its FCC tariff, and is demanding an "Order Modification Charge" which has not been approved by the TRA. It is not appropriate for BellSouth to tariff non-cost based rates in its FCC tariff outside the jurisdiction of the TRA. b) It is extremely difficult to match the rates BellSouth provides to CLECs in negotiations to those rates that have been actually approved by the TRA. A listing of changed or added rates would facilitate the negotiation process with little administrative burden on BellSouth.	a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of negotiating an interconnection agreement, BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding. b) BellSouth has provided DeltaCom with its rate sheets. DeltaCom should be equally as capable of comparing BellSouth's rate sheets with the Commission ordered rates, which are public record. DeltaCom has, in fact, provided BellSouth a copy of such a comparison.	Open
54	**Reimburse Costs to Accommodate Modifications** (Attachment 2 – Section 2.2.2.8): Can BellSouth impose a charge that has not been approved by the TRA for changes to an order after an FOC has been issued?	No. In the interest of compromise, DeltaCom has proposed language wherein DeltaCom will reimburse BellSouth if DeltaCom causes the modification and the cost is not already being recovered. Any such charges should be reciprocal; BellSouth should reimburse DeltaCom when BellSouth makes modifications.	BellSouth should be entitled to impose order modification charges for design and non-design services pursuant to the FCC tariff.	Open

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55	**Resend of CFA Fee:** Is the CFA fee reasonable and cost-based.	No. The cost associated with resending a CFA is nominal and does not support BellSouth's proposed rate.	This fee is for BellSouth to ***resend*** CFA information that BellSouth has previously provided to DeltaCom. (Initial CFA information is provided by BellSouth to CLECs at no charge.) BellSouth is not legally obligated to resend this information to DeltaCom; therefore, this rate does not have to be TELRIC based. BellSouth's proposed rate is reasonable and is used to recover only the costs associated with resending the CFA information, at DeltaCom's request.	Open
56	**Cancellation Charges:** a) May BellSouth charge a cancellation charge which has not been approved by the TRA? b) Are these costs already captured in the existing UNE approved rates?	a) No. Cancellation charges have not been approved by the TRA. b) The basis for a separate cost-based cancellation charge has not been established by BellSouth.	a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of negotiating an interconnection agreement BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding. b) These costs are not already recovered in the existing UNE approved rates.	Open
57	**Rates and Charges for Conversion of Customers from Special Access to UNE-based Service** (Attachment 2 – Section 2.3.1.6): a) Should BellSouth be permitted to charge for DeltaCom conversions of customers from a special access loop to a UNE loop? b) Should the conversion be completed such that there is no disconnect and reconnect (i.e., no outage to the customer)?	a) No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation. b) Yes. BellSouth has agreed to this process with AT&T. DeltaCom should be afforded the same or similar opportunities.	a) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations. However, if BellSouth negotiates provision of such conversions pursuant to an NBR, such provision would be at market rates and would be outside the scope of the interconnection agreement. b) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations.	Open

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58	**Unilateral Amendments to the Interconnection Agreement** (Attachment 6 – Sections 1.8 and 1.13.2; Attachment 3): a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide? b) Should BellSouth be required to post rates that impact UNE services on its website?	a) No. BellSouth cannot be allowed to unilaterally modify the contract in a manner that could financially or operationally impair DeltaCom and its customers. b) Yes. DeltaCom had a service impacting situation where BellSouth modified certain USOCs and it was not clearly communicated that a contract revision was necessary in order to avoid the disruption.	a) Yes. Certain provisions of the Agreement should incorporate by reference various BellSouth documents and publications. BellSouth may, from time to time during the term hereof, change or alter such documents and publications as necessary. b) BellSouth's position is that we are not required to post rates when the carrier notification is posted on the website. The rates are provided to individual CLECs upon amendment, and BellSouth has agreed to provide DeltaCom with an amendment within 30 days of receipt of such a request.	Open
59	**Payment Due Date** (Attachment 7 – Sections 1.4 and 1.4.1): Should the payment due date be thirty days from the receipt of the bill?	Yes. BellSouth has a history of rendering bills late or in error. DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, DeltaCom has found numerous errors and received credits from BellSouth in the millions of dollars due to such inaccuracies. DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill.	No. Payment should be due by the next bill date. BellSouth invoices DeltaCom every 30 days. To the extent DeltaCom has questions about its bills, BellSouth cooperates with DeltaCom to provide responses in a prompt manner and resolve any issue. It is reasonable for payment to be due before the next bill date.	Open

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60	**Deposits** (Attachment 7 – Section 1.11): a) Should the deposit language be reciprocal? b) Must a party return a deposit after generating a good payment history?	DeltaCom and BellSouth are in continuing negotiations to resolve this issue. DeltaCom supports language that is consistent with FCC policy on deposits including the basic principles of reciprocity, non-discrimination, transparency, payment history for timely billed undisputed charges, and third party review.	a) The deposit language should not be reciprocal. BellSouth is not similarly situated with a CLEC provider and, therefore should not be subject to the same creditworthiness and deposit requirements/standards. If BellSouth is buying services from a CLEC provider's tariff, the terms and conditions of such tariff will govern whether BellSouth must pay a deposit. Thus, the interconnection agreement is not an appropriate location for a deposit requirement to be placed upon BellSouth. b) BellSouth should not be required to return a deposit after a CLEC generates a good payment history. Payment history alone is not a measure of credit risk.	Open
61	**Method of Filing Billing Disputes** (Attachment 7 – Section 3.2): Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?	Yes. The method of disputing bills should be the same.	No. BellSouth will adopt OBF guidelines as agreed upon. In the meantime, BellSouth will continue to submit its billing disputes to DeltaCom by letter.	Open
62	**Limitation on Back Billing** (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?	It should be no longer than 90 days. Backbilling charges longer than 90 days is inappropriate between carriers.	BellSouth's limitations for back billing are pursuant to the applicable state's statute of limitation.	Open
63	**Audits** (Attachment 7): Is it appropriate to include language for audits of the parties' billing for services under the interconnection agreement?	Yes. DeltaCom offered the language from AT&T's Interconnection Agreement.	Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Billing is not a Section 251 requirement subject to Section 252(i) and is, therefore, not subject to the pick and choose rule.	Open

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64	**ADUF**: What terms and conditions should apply to ADUF?	DeltaCom has provided language regarding ADUF. Specifically, ADUF is the Access Daily Usage File. When DeltaCom buys unbundled local switching, BellSouth provides DeltaCom an ADUF record for the billing of the access charges. DeltaCom should not be billed for ADUF records associated with local calls.	DeltaCom is asking BellSouth to isolate and provide to them only certain ADUF records. BellSouth is not required to do this. Consistent with the FCC's 271 Orders in BellSouth's states, BellSouth provides competing carriers with complete, accurate, and timely reports on the service usage of their customers in substantially the same manner that BellSouth provides such information to itself. If DeltaCom wants a customized report, it should file a New Business Request.	Open
65	**Notification of Changes to OSS and Changes of Business Rules/Practices** (Attachment 6 – Sections 1 and 1.13.2): a) Should BellSouth provide notice via telephone or e-mail when there are going to be changes to OSS with less than 60 days advance notice? b) Must BellSouth be required to provide notice 60 days in advance of deployment of OSS changes that would impact DeltaCom?	b) Yes. DeltaCom must have advance notice of changes to OSS and/or business rules or products. DeltaCom has experienced disruptions where BellSouth has failed to provide such notice. Like BellSouth, DeltaCom has vendor relationships that require sufficient lead time to make necessary changes.	a) Closed b) BellSouth will notify DeltaCom of changes to ordering and pre-ordering interfaces and business rules via the appropriate BellSouth website 30-days prior to such changes. BellSouth will provide DeltaCom with a list of postings to the website on a daily basis.	Open as to subpart b only.

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66	**Testing of End-User Data** (Attachment 6 – Section 1.3): Should BellSouth provide testing of DeltaCom end-user data to the same extent BellSouth does such testing of its own end user data?	Yes. A set of test cases with controlled data is required. BellSouth's retail operation is able to test its code prior to deployment and see the results in ordering, provisioning, maintenance and billing venues. DeltaCom should have parity.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides CLECs with access to the two testing environments: the traditional testing environment (used where a CLEC is shifting from manual to an electronic environment, or upgrading its electronic interface to a new industry standard) and the CLEC Application Verification Environment ("CAVE"), which allows CLECs to perform optional, functional, and pre-release testing for EDI, TAG, and LENS. These test environments are governed under CCP and were found compliant by the each of the state regulatory authorities in BellSouth's nine-state region as well as the FCC for BellSouth's 271 applications with regard to providing CLECS with a stable test environment.	Open
67	**Availability of OSS Systems** (Attachment 6 – Section 3.3): May BellSouth shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?	Under no circumstances should BellSouth shut down DeltaCom's access to OSS during normal working hours without notice or consent of DeltaCom. DeltaCom schedules staff based on published hours of support. When BellSouth takes down all systems during normal business hours, DeltaCom is paying employees who have no tools to conduct customer transactions with BellSouth.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides DeltaCom and all CLECs with OSS system availability times. At certain times these systems are not available due to scheduled maintenance or upgrades. These are normally performed during off peak hours. CLECs are given notice as governed under CCP when OSS systems will not be available during normal availability hours.	Open
68	**Provision of Customer Service Records**: What requirements should apply to the provision of customer service records?			Closed

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69	**Inadvertent Transfer of Customers**: Should there be a process to allow a carrier to return a customer to its preferred provider in situations where the customer was inadvertently transferred to either DeltaCom or BellSouth?	Yes. Today, DeltaCom and the consumer have to be on the line with BellSouth in order to correct the error. BellSouth should re-establish the customer as if the error had occurred within BellSouth's retail division. The customer should not have to re-apply for service, but should simply be reinstated to his or her pre-error condition.	BellSouth's process to return a migrated customer to BellSouth requires a service request from the customer. This process documents that a valid service request is received and properly processed to assure accurate records and inventories are established. Undocumented migration reversals would cause invalid customer records, confusion, and potential customer impacts.	Open
70	**Reimbursement of Costs for Trouble Analysis and Error Resolution**: Should BellSouth reimburse DeltaCom for DeltaCom's costs where BellSouth's errors require DeltaCom to do trouble analysis and error resolution?	Yes. Where BellSouth errors cause DeltaCom to expend resources to resolve BellSouth-created issues, BellSouth should compensate DeltaCom for costs incurred.	BellSouth is not responsible for any internal analysis or error resolution performed by DeltaCom. CLECs are responsible to isolate trouble conditions into the BellSouth network prior to issuing a maintenance request. BellSouth processes will resolve any BellSouth maintenance problem identified by a CLEC and, unlike the CLECs, have adequate measures to assure the effectiveness of these processes.	Open
71	**Reciprocity of Porting Procedures**: Should the parties utilize the same porting procedures?	Yes. DeltaCom and BellSouth should use the same procedures. DeltaCom should not be placed in the position of working port orders on the weekend if BellSouth is not willing to reciprocate.	BellSouth has processes in place to assist with LNP porting problems identified during the provisioning process. Once DeltaCom accepts an order as complete, any subsequent problems are handled as maintenance issues and processed in accordance with maintenance procedures. BellSouth does not expect any different process from DeltaCom.	Open