



Richard T. Howell
Area Manager – Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, TX 75202
T: (214) 757-8099
F: (214) 746-2232
rh2514@att.com
www.att.com

December 18, 2015

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Mr. Derouen:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to remove terms and conditions for Lifeline/Link Up Reform & Modernization, and updates the Notices Section to the current interconnection agreement between AT&T Kentucky and MCIMetro Access Transmission Services, LLC;
Reference No. 00038.

This document is being electronically filed with the Commission on December 18, 2015. Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Howell", written in a cursive style.

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY

AND

MCIMETRO ACCESS TRANSMISSION SERVICES, L.L.C.



Signature: eSigned - Daniel J. Higgins IISignature: eSigned - William A. BockelmanName: eSigned - Daniel J. Higgins II
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: AVP, Verizon Partner Solution
(Print or Type)Title: Director
(Print or Type)Date: 01 Dec 2015Date: 01 Dec 2015MCImetro Access Transmission Services,
L.L.C.BellSouth Telecommunications, LLC d/b/a AT&T
KENTUCKY by AT&T Services, Inc., its authorized
agent

MCIm may add OCNs and/or ACNAs to, and/or delete OCNs and/or ACNAs from, the above list of OCNs and ACNAs with the written consent of AT&T, which consent shall not be unreasonably withheld, conditioned or delayed

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
KENTUCKY	7149		7149
ACNA - ICF			
	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
KENTUCKY			7228
ACNA - MFZ			
	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
KENTUCKY	7229, 7826	7229	7229
ACNA - WUA			

**AMENDMENT TO THE AGREEMENT
BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES, L.L.C.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T") and MCImetro Access Transmission Services, L.L.C. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective November 5, 2006 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Conflict between this Amendment and the Agreement**
 - 3.1. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. The Parties agree to replace Section 19 from the Agreement with the following language:
 19. **Notices**
 - 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.1.1 delivered by electronic mail (email).
 - 19.1.2 delivered by facsimile.
 - 19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.2.1 delivered by express delivery service with next Business Day delivery;
 - 19.2.2 delivered by first class, certified or registered U.S. mail, postage prepaid.

19.3 Notices will be deemed given as of the earliest of:

- 19.3.1 the date of actual receipt;
- 19.3.2 where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent;
- 19.3.3 where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing;
- 19.3.4 where notice is sent via certified or registered U.S. mail, the date of receipt shown on the U.S. Postal Service receipt.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Daniel J. Higgins II AVP, Verizon Partner Solutions
STREET ADDRESS	1 Verizon Way VC22E009
CITY, STATE, ZIP CODE	Basking Ridge, NJ 07920
PHONE NUMBER*	908-559-1770
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	daniel.higgins@verizon.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.5 Either Party may unilaterally change its designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) will replace such information currently on file. Any Notice to change the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

- 19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.