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December 11, 2015

Filed Electronically in
TRA Docket Office
12/11/15

Hon. Herbert Hilliard, Chairman
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and MCImetro Access Transmission Services, LLC*
Docket No. 15-00120

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and MCImetro Access Transmission Services, LLC* ("MCImetro").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and MCImetro within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. MCImetro and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The amendment revises the Lifeline-Link-Up Reform and Modernization and OS/DA language.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

Dennis Wagner

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and MCImetro Access Transmission Services, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN
AT&T TENNESSEE AND MCIMETRO ACCESS TRANSMISSION SERVICES, LLC**

AT&T Tennessee ("AT&T") and MCImetro Access Transmission Services, LLC ("MCImetro") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, MCImetro and AT&T state the following:

1. MCImetro and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to MCImetro.
2. The parties have recently negotiated an amendment to the Agreement revising language for Lifeline and LinkUp Reform and Modernization and OS/DA Product Change. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCImetro and AT&T are submitting their Agreement to the TRA for its consideration and approval.
4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and MCImetro within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

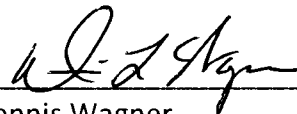
5. MCImetro and AT&T aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

MCImetro and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: 
Dennis Wagner
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Nashville, Tennessee 37201-3300
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AMENDMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE
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
TENNESSEE 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> |
|-----------|-------------------|-----------------|-----------------|
| TENNESSEE | 7278 | | 7227 |

ACNA - BFP

| | <u>Resale OCN</u> | <u>ULEC OCN</u> | <u>CLEC OCN</u> |
|-----------|-------------------|-----------------|-----------------|
| TENNESSEE | 7149 | | 7149 |

ACNA - ICF

| | <u>Resale OCN</u> | <u>ULEC OCN</u> | <u>CLEC OCN</u> |
|-----------|-------------------|-----------------|-----------------|
| TENNESSEE | 7221 | | |

ACNA - MFZ

| | <u>Resale OCN</u> | <u>ULEC OCN</u> | <u>CLEC OCN</u> |
|-----------|-------------------|-----------------|-----------------|
| TENNESSEE | 7229, 7826 | 7229 | 72229 |

ACNA - WUA

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

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Tennessee ("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, VA 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.

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2015, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Daniel J. Higgins, II, AVP
Verizon Partner Solutions
One Verizon Way, G2-3-614
Basking Ridge, VA 07920
Daniel.higgins@verizon.com

A handwritten signature in cursive script, reading "Carolyn Hanesworth", is written over a horizontal line.