Richard T. Howell
Area Manager – Regulatory Relations

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February 29, 2016

Ms. Elizabeth Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62794-9280

Ms. Rolando:

Pursuant to Code Part 763.1120(a), AT&T Illinois hereby makes electronic submission of the 1st Amendment to the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and Onvoy, LLC.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ONVOY, LLC

Signature: eSigned - Mary T. Buley

Name: eSigned - Mary T. Buley
(Print or Type)

Title: Senior Regulatory Manager
(Print or Type)

Date: 04 Feb 2016

Onvoy, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 15 Feb 2016

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA and AT&T SOUTH CAROLINA, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
FLORIDA	301H
GEORGIA	302H
ILLINOIS	304H
MISSOURI	389H
OKLAHOMA	390H
WISCONSIN	940E

Description	ACNA Code(s)
ACNA(s)	MSK

AMENDMENT TO THE AGREEMENT BETWEEN ONVOY, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA and AT&T NORTH CAROLINA, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI and AT&T OKLAHOMA ("AT&T FLORIDA, GEORGIA, ILLINOIS, MISSOURI, NORTH CAROLINA, OKLAHOMA AND WISCONSIN") and Onvoy, LLC ("CLEC"). AT&T FLORIDA, GEORGIA, ILLINOIS, MISSOURI, NORTH CAROLINA, OKLAHOMA AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T FLORIDA, GEORGIA, ILLINOIS, MISSOURI, NORTH CAROLINA, OKLAHOMA AND WISCONSIN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated August 22, 2014 and as subsequently amended ("Agreement"); and

WHEREAS, pursuant to 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"), the Parties desire to amend the Agreement to implement the terms of the FCC Order and modify certain provisions related to Customer Information Services; and

WHEREAS, the Parties desire to amend the Agreement add the States of Alabama, Arkansas, Kansas, Kentucky, Louisiana, Nevada and South Carolina.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. 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 one hundred-eighty (180) days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. The Parties agree to add the following provisions to Section 3.0 of Attachment Resale:

    3.14 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

    3.15 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

    3.16 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

3.17 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

3.18 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

3.19 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace Section 21.0 from the Agreement with the following language:

21.0 Notices

21.1 Notices given by CLEC to AT&T-21STATE 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:

21.1.1 delivered by electronic mail (email).

21.1.2 delivered by facsimile.

21.2 Notices given by AT&T-21STATE 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:

21.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 21.4 below.

21.2.2 delivered by facsimile provided CLEC has provided such information in Section 21.4 below.

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

21.3.1 the date of actual receipt.

21.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

21.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mary T. Buley Senior Regulatory Manager
STREET ADDRESS	10300 6th Ave. N.
CITY, STATE, ZIP CODE	Plymouth, MN 55441
PHONE NUMBER*	(763) 230-4183
FACSIMILE NUMBER	(763) 230-4200

EMAIL ADDRESS	mary.buley@onvoy.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.

21.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

21.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE 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-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 21.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

21.6.1 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.

21.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE 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.

21.7 AT&T-21STATE 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. The Parties agree to add the States of Alabama, Arkansas, Kansas, Kentucky, Louisiana, Nevada and South Carolina to the Agreement, in addition to adding Pricing Sheet(s) and State specific Appendices, as applicable.

6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

7. 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.

8. 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.

9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

11. For Alabama, Florida, Georgia, Illinois, Kansas, Kentucky, Louisiana, Missouri, Nevada, North Carolina, Oklahoma, South Carolina: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.