



Richard T. Howell  
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July 5, 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 5th Amendment to the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and QuantumShift Communications, Inc.

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

Sincerely,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA  
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,  
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND  
AT&T WHOLESALÉ, THE OHIO BELL TELEPHONE COMPANY D/B/A  
AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T  
CALIFORNIA**

**AND**

**QUANTUMSHIFT COMMUNICATIONS, INC.**



Signature: eSigned - Karen A Weller

Signature: eSigned - William A. Bockelman

Name: eSigned - Karen A Weller  
(Print or Type)

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

Title: VP Corporate Development  
(Print or Type)

Title: Director  
(Print or Type)

Date: 10 Jun 2016

Date: 10 Jun 2016

**QuantumShift Communications, Inc.**

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	4184	791G	4184
ILLINOIS	4184	---	---
INDIANA	4184	---	---
MICHIGAN	4184	---	---
NEVADA	4184	638H	---
OHIO	4184	607H	---

Description	ACNA Code(s)
ACNA(s)	MXV

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
QUANTUMSHIFT COMMUNICATIONS, INC.**

**AND**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

**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 Lifeline Order"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

**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, Exhibit A – Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within 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. **Intercarrier Compensation**
  - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
  - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. 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.

6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
  - 9.1. For Illinois, Indiana, Michigan, Nevada, Ohio: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name QuantumShift</b>	<b>Contract Type</b>	<b>Approval Date</b>
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Communications, Inc.	Interconnection	April 9, 2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	QuantumShift Communications, Inc.	Interconnection	March 27, 2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	QuantumShift Communications, Inc.	Interconnection	March 26, 2003
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	QuantumShift Communications, Inc.	Interconnection	April 1, 2003
The Ohio Bell Telephone Company d/b/a AT&T OHIO	QuantumShift Communications, Inc.	Interconnection	April 30, 2003
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	QuantumShift Communications, Inc.	Interconnection	October 2, 2003

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)	OHU	USG15		0.0007			MOU
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		\$0.00			MOU