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DOCKET NO. 20180090-TP FILED 4/4/2018 DOCUMENT NO. 02738-2018 FPSC - COMMISSION CLERK

April 4, 2018

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and IDT America, Corp. d/b/a IDT ("CLEC")

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on March 21, 2006 in Docket Number 20060265-TP.

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

Sincerely,

Archard 9. Howell

Richard T. Howell Area Manager-Regulatory Relations

Attachment

Contract Id: 8675340 Signature Page/AT&T-21STATE Page 1 of 2 IDT AMERICA Version: 4Q15 – 10/19/15

## 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 MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

IDT AMERICA, CORP. AND IDT AMERICA, CORP. D/B/A DSA TELECOM

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Signature: eSigned - Bill Pereira

Name: eSigned - Bill Pereira (Print or Type)

Title: President

(Print or Type)

Date: 23 Feb 2018

IDT America, Corp. and IDT America, Corp. d/b/a DSA Telecom

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS (Print or Type)

Date: 23 Feb 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA and AT&T SOUTH CAROLINA, 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, Southwestern Bell Telephone Company d/b/a AT&T KANSAS and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
FLORIDA	765A
GEORGIA	509E
MISSISSIPPI	294G
SOUTH CAROLINA	467E

Description	ACNA Code(s)				
ACNA(s)	IDR				

## AMENDMENT TO THE AGREEMENT BETWEEN IDT AMERICA, CORP. AND IDT AMERICA, CORP. D/B/A DSA TELECOM

AND

### BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA; 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; SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS AND TEXAS; AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

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

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, CLEC has changed its registered name in the state of Michigan and desires to modify the Agreement to incorporate such change; 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

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 Interconnection 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. For the state of Michigan, the Agreement is hereby amended to reflect the name change from IDT America Corp. to IDT America, Corp. d/b/a DSA Telecom.
- 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 B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 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 (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.
- 10. For all States except Ohio, California, and Wisconsin: 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 91st 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 days after the filing date of the Advice Letter to which this Amendment is appended. 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.

#### <u>Exhibit A</u>

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date		
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA and AT&T SOUTH CAROLINA	IDT America, Corp.	9 State - Interconnection	Dated – 03/13/2006		
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	IDT America, Corp.	13 State - Interconnection - Renegotiated 1	Approved - 6/23/2010		
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	IDT America, Corp.	13 State - Interconnection - Renegotiated 1	Approved - 10/29/2009		
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	IDT America, Corp. d/b/a DSA Telecom	Interconnection Agreement	Approved - 10/23/2003		
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	IDT America, Corp.	13 State - Interconnection	Approved - 3/19/2004		
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	IDT America, Corp.	Interconnection - X2A Successor - Renegotiated 1	Approved - 10/24/2005		
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	IDT America, Corp.	Interconnection - X2A Successor - Renegotiated 1	Approved - 9/27/2005		
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	IDT America, Corp.	13 State - Interconnection - Renegotiated 1	Approved - 12/21/2009		

						_	Monthly Recurring	• • •	Non- Recurring Charge (NRC)	-
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU