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FPSC - COMMISSION CLERK

October 25, 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 New Horizons Communications Corp. ("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 October 3, 2012 in Docket Number 20120249-TP.

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

Sincerely,

A handwritten signature in black ink, reading "Richard T. Howell", is located below the "Sincerely," text.

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 MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH
CAROLINA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T
ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A
AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS**

AND

**NEW HORIZONS COMMUNICATIONS CORP., NHC COMMUNICATIONS
INC.**

Signature: eSigned - Glen Nelson

Signature: eSigned - William Bockelman

Name: eSigned - Glen Nelson
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: Vice President
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 19 Sep 2018

Date: 26 Sep 2018

**New Horizons Communications Corp., NHC
 Communications Inc.**

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, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T MISSOURI and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	679C	106H
ARKANSAS	679C	273H
FLORIDA	679C	721F
GEORGIA	679C	108H
ILLINOIS	679C	307F
KENTUCKY	679C	110H
LOUISIANA	679C	554H
MICHIGAN	679C	722F
MISSISSIPPI	679C	274H
MISSOURI	679C	112H
NORTH CAROLINA	679C	723F
SOUTH CAROLINA	679C	716H
TEXAS	679C	704F

Description	ACNA Code(s)
ACNA(s)	NHZ

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEW HORIZONS COMMUNICATIONS CORP., NHC COMMUNICATIONS INC.**

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, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS

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 Agreement(s) as shown in the attached Exhibit A.

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, CLEC has changed its name to "NHC Communications Inc." in the State of North Carolina and wishes to reflect that name change as set forth herein.

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, Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for Local Interconnection (Call Transport and Termination) 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.
3. The Agreement is hereby amended to reflect the name change from "New Horizons Communications Corp." to "NHC Communications Inc." in the State of North Carolina as shown in the attached Exhibit A.
4. AT&T shall reflect that name change from "New Horizons Communications Corp." to "NHC Communications Inc." only for the main billing account (header card) for each of the accounts previously billed to New Horizons Communications Corp. in the State of North Carolina. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
5. Once this Amendment is effective, CLEC shall operate with AT&T under the "NHC Communications Inc." name for those accounts in the State of North Carolina. Such operation shall include, by way of example only, submitting orders under CLEC, and labeling (including re-labeling) equipment and facilities with CLEC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update

CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. 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.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.
11. For Alabama, Florida, Georgia, Illinois, Kentucky, Louisiana, Michigan, Missouri, North Carolina, Texas: 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC ("AT&T")	Old CARRIER Legal Name	New CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	New Horizons Communications Corp.		Interconnection Agreement	1/10/13
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	New Horizons Communications Corp.		Interconnection Agreement	11/2/12
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	New Horizons Communications Corp.		Interconnection Agreement	11/27/12
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	New Horizons Communications Corp.		Interconnection Agreement	10/17/12
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	New Horizons Communications Corp.		Interconnection Agreement	1/2/13
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	New Horizons Communications Corp.		Interconnection Agreement	3/4/14
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	New Horizons Communications Corp.	NHC Communications Inc.	Interconnection Agreement	12/18/12
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	New Horizons Communications Corp.		Interconnection Agreement	5/14/14
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	New Horizons Communications Corp.		Interconnection Agreement	7/31/13
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	New Horizons Communications Corp.		Interconnection Agreement	11/20/12
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	New Horizons Communications Corp.		Interconnection Agreement	10/31/12

Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	New Horizons Communications Corp.		Interconnection Agreement	3/13/13
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	New Horizons Communications Corp.		Interconnection Agreement	1/3/13

PRICING SHEETS

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
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	ISP-Bound, per MOU				0.00bk			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	End Office Switching Function, per MOU				0.00bk			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Switching Function Per MOU				0.00bk			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Mile/MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
3	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.00			MOU