



CARLA M. BUTLER

June 6, 2017

Via E-Filing Only

Filing Center
Oregon Public Utility Commission
P.O. Box 1088
Salem, OR 97308-1088
puc.filingcenter@state.or.us

Re: Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between Neutral Tandem-Oregon, LLC and Qwest Corporation dba CenturyLink QC
ARB 958

Dear:

Attached please find a Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between Neutral Tandem-Oregon, LLC and Qwest Corporation dba CenturyLink QC. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. No paper copy will follow.

Please feel free to contact me if you have any questions concerning the attached. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler
Paralegal

Attachment

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Portland, OR 97205
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Fax. 503.242.8589
carla.butler@centurylink.com

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will use the information from this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement to the e-mail address listed below.

1. PARTIES *Competitive Carrier*

Incumbent Local Exchange Carrier

Name of Party: _____

Contact for Processing Questions:

Name: _____

Telephone: _____

E-mail: _____

Contact for Legal Questions (if different)

Name: _____

Telephone: _____

E-mail: _____

Other Persons wanting e-mail service of documents (if any)

Name: _____

E-mail: _____

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved Agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____

- Parties to prior agreement: _____ & _____

New Agreement: Seeks approval of a new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

NO

YES, Docket ARB _____

Amendment: Amends an existing carrier to carrier agreement.

Docket ARB _____

Does this filing replace an agreement or amendment currently pending Commission approval?

NO

YES, Docket ARB _____, Filed on _____

Attachment(s) provided on CD, DVD or flash drive.

**Carrier Partner for Interconnected VoIP Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Neutral Tandem – Oregon, LLC
for the State of Oregon**

This Carrier Partner for Interconnected VoIP Provider Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), and Neutral Tandem – Oregon, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement (“Agreement”) for service in the state of Oregon concurrent with this Amendment that is also filed with the Commission which, among other terms, requires each party to provide for the exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 (“VoIP Numbering Order”), released June 22, 2015. CLEC will provide a switch for its use and seeks to combine CLEC’s traffic with Interconnected VoIP Provider’s VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this “Carrier Partner for Interconnected VoIP Provider Amendment” (the “Carrier Partner Amendment”), subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding specific terms and conditions under which CLEC exchanges traffic with CenturyLink as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Neutral Tandem E Oregon, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
John Bullock
480EA99E2559421...

Signature

DocuSigned by:
Diane Roth
766DEF6A149A455

Signature

John Bullock
Name Printed/Typed

Diane Roth
Name Printed/Typed

COO
Title

Director - Wholesale
Title

4/7/2017
Date

4/11/2017
Date

ATTACHMENT 1

The following language is added or hereby replaces the existing language, in the Agreement, in its entirety:

Terms of Carrier Partner Amendment

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC Interconnection trunks.

1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has completed all necessary actions to perform number portability with CenturyLink pursuant to Applicable Law and ensure traffic routes properly in an environment of numbers ported to the Interconnected VoIP Provider.

1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected X[...]

1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).

1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the Switch and routed on the CLEC Interconnection trunk groups.

1.5 V@... as the Actual Switch ID.

2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic CLEC terminates to CenturyLink end users or that transits CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.

4. Interconnected VoIP Provider traffic will be included ... in accordance with applicable terms of the Agreement. The Parties understand and agree that the nature of VoIP technology results in differing traffic patterns, while not changing the compensation required under Applicable Law. VoIP technology may permit an end user to move between places while still having ... which may make the Parties unable to properly track and bill applicable compensation charges. In addition, fixed locations may use telephone numbers not associated with the rate center of the fixed location, creating traffic patterns similar to VNXX Traffic, discussed elsewhere in this

Agreement. The Parties agree that, while such uses of VoIP telephony do not change compensation requirements under Applicable Law, they wish to establish a means of remedying issues while reducing the potential for dispute. As a result, CLEC represents that contracts with its customers will include provisions that traffic be properly routed and identified in order to facilitate proper compensation. If CenturyLink suspects that certain traffic exchanged under this Amendment is being routed in a way that avoids appropriate compensation being paid, it will provide CLEC written notice of the basis for its suspicion that such traffic is not Nomadic VoIP, and provide CLEC 45 days to remedy the situation or provide a response sufficient to show that such traffic is properly being routed and appropriate compensation being paid. If such traffic is not remedied, CLEC will be responsible for payment of appropriate compensation under Applicable Law for all such traffic including any Interconnected VoIP Provider traffic. The Parties will work cooperatively to address any compensation concerns. In addition, if Nomadic VoIP traffic rises above a *de minimus* level, the parties will jointly determine a method to track and pay appropriate compensation for such traffic.

5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.

6. Solely for purposes of this Amendment, all VoIP-PSTN traffic originated by CenturyLink and terminating to parties utilizing CLEC will be treated as though they terminated to the CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges incurred by the Interconnected VoIP Provider to establish connectivity with CLEC or for services purchased between CenturyLink and the Interconnected VoIP Provider contained in separate agreements or tariffs.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for ~~CenturyLink~~ per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may temporarily discontinue accepting all traffic delivered over CLEC trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic. Following any such event, CLEC will establish a separate trunk group for the responsible traffic.

9. Where CLEC uses its interconnection trunks with CenturyLink for the routing of Interconnected VoIP traffic, in addition to its own traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CLEC switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead Interconnected VoIP Provider will be responsible for ensuring they implement a solution to route 911 calls in accordance with all federal, state and municipal laws.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider and exchange corresponding traffic with CenturyLink under the Agreement and this Amendment CLEC agrees to the same responsibilities stated in Section 1 and its subparts.

12. Definitions

12.1 Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and to demonstrate its facilities readiness as described in the VoIP Numbering Order.

12.2 Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

12.3 Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 C.F.R. § 9.3 and that directly obtains numbering resources as described in the VoIP Numbering Order.