



CARLA M. BUTLER

April 19, 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: **Revised** Name Correction and Reciprocal Compensation Bill and Keep
Amendment to the Interconnection Agreement between Neutral Tandem,
Inc. and Qwest Corporation dba CenturyLink QC
ARB 958

Dear:

Attached please find a revised Name Correction and Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Neutral Tandem, Inc. and Qwest Corporation dba CenturyLink QC, which replaces in its entirety the Amendment filed on March 29, 2017. 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

310 SW Park Ave., 11th Flr.
Portland, OR 97205
Tel. 503.242.5420
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.

**Name Correction and Reciprocal Compensation Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Neutral Tandem, Inc.
for the State of Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Neutral Tandem, Inc. (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Oregon which was approved by the Commission on August 3, 2010; and

WHEREAS, the Parties noticed an error in CLEC’s name in the original Agreement and wish to correct it at this time; and

WHEREAS, the Parties desire to amend the Agreement further 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 terms and conditions for Bill and Keep Reciprocal Compensation as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement is also hereby amended by correcting CLEC’s name to Neutral Tandem–Oregon, LLC.

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, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC’s bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this 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 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 (including the documents referred to herein) 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-Oregon, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
John Bullock
4B0FA99E2559421...

Signature

DocuSigned by:
Diane Roth
766DEF6A149A455

Signature

John Bullock
Name Printed/Typed

Diane Roth
Name Printed/Typed

COO
Title

Director – Wholesale
Title

3/21/2017
Date

3/21/2017
Date

ATTACHMENT 1

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

Following is a complete replacement of Section 7.3.4:

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the expiration of the Agreement.

7.3.4.1.2 Intentionally Left Blank.

7.3.4.1.3 Intentionally Left Blank.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a CenturyLink or CLEC tandem Switch (as defined in the Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the expiration of the Agreement.

7.3.4.2.2 Intentionally Left Blank.

7.3.4.2.3 Intentionally Left Blank.

7.3.4.2.4 When CenturyLink receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling

Area, and CenturyLink performs the query, charges will apply for the FCC approved default query per Section 10, as well as mileage sensitive tandem transmission rates which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyLink and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 Intentionally Left Blank.

Following is a complete replacement of Section 7.3.6:

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate. The Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.