



August 2, 2019

Via UPS Delivery

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

**Re: Amendment to the Interconnection Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.**

Dear Ms. Osborne:

Enclosed for filing is a Joint Petition for approval of the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Teliix, Inc. for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed is a Draft Notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877; and a check in the amount of \$200 is also enclosed to cover the filing fee.

If you have any questions, please contact me at (503) 242-5420, or at [carla.butler@centurylink.com](mailto:carla.butler@centurylink.com). Thank you for your assistance.

Very truly yours,

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

Carla Butler  
Senior Paralegal

Enclosures

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

IN RE JOINT PETITION OF CENTURYTEL OF THE GEM STATE, INC. D/B/A CENTURYLINK AND TELIAX, INC. FOR APPROVAL OF THE CARRIER PARTNER FOR INTERCONNECTED VOIP PROVIDER AMENDMENT FOR THE STATE OF NEVADA PURSUANT TO SECTION 252 OF THE TELECOMMUNICATIONS ACT OF 1996. DOCKET No.: \_\_\_\_\_

**JOINT PETITION FOR APPROVAL OF THE AMENDMENT FOR THE STATE OF NEVADA UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

CenturyTel of the Gem State, Inc. d/b/a CenturyLink and TeliAx, Inc. (collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (the “Commission”) for approval of the Carrier Partner for Interconnected VoIP Provider Amendment for the State of Nevada, attached hereto as Attachment A (the “Amendment”).

The Parties submit the Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Amendment set forth in Section 252(e)(2)(A)(i) and 252(e)(2)(A)(ii) of the Act are not applicable to the Amendment. With respect to 252(e)(2) of the Act, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

Dated this 28<sup>th</sup> day of June, 2019.

**TELIAX, INC.**

**CENTURYTEL OF THE GEM STATE, INC.  
D/B/A CENTURYLINK**

By: \_\_\_\_\_  
David Aldworth  
2150 West 29<sup>th</sup> Ave.  
Denver, CO 80211  
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[daldworth@teliax.com](mailto:daldworth@teliax.com)

DocuSigned by:  
*David Aldworth*  
FC85D5913050422...

By: \_\_\_\_\_  
Carla Butler – Sr. Paralegal  
310 SW Park Avenue, Floor 11  
Portland, OR 97205  
Phone: (503) 242-5420  
[Carla.butler@centurylink.com](mailto:Carla.butler@centurylink.com)

**PUBLIC UTILITIES COMMISSION OF NEVADA  
DRAFT NOTICE**

**(Per NRS 704.6877, this notice is not required to be published in the newspaper)**

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

**A title that generally describes the relief requested (see NAC 703.160(5)(a)):**

Joint Petition for approval of the Carrier Partner for Interconnected VoIP Provider Amendment between CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Teliix, Inc. for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

**The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(5)(b)):**

CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Teliix, Inc.

**A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(5)(c)):**

CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Teliix, Inc. submit the Carrier Partner for Interconnected VoIP Provider Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

**A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)<sup>1</sup>:**

No consumer session is required to be held.

**If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.**

Not applicable.

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<sup>1</sup> NRS 704.069 states in pertinent part:

1. Except as otherwise provided in subsections 9 and 11 of NRS 704.110, the Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

## **CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of this Certificate of Service for the *Joint Petition for Approval of the Carrier Partner for Interconnected VoIP Provider Amendment* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Teliix, Inc. upon all parties:

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
9075 West Diablo Drive, Suite 250  
Las Vegas, Nevada 89148

**Via UPS Delivery**

David Aldworth  
[daldworth@teliix.com](mailto:daldworth@teliix.com)

**Via Email**

Eric Witkoski  
Bureau of Consumer Protection  
555 E. Washington Street, Suite 3900  
Las Vegas, Nevada 89101  
[bcpserv@ag.nv.gov](mailto:bcpserv@ag.nv.gov)

**Via Email**

### **DOCUMENT AVAILABLE NOTICE**

**I hereby certify that I have served the *Document Available Notice* by electronic transmission (email) to the list established pursuant to NAC 703.296:**

David Collier  
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Public Utilities Commission of Nevada  
[Pucn.sc@puc.nv.gov](mailto:Pucn.sc@puc.nv.gov)

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**I hereby certify the foregoing documents are being made available for inspection at the following websites:**

<http://puc.nv.gov/>; and

[http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

**The foregoing documents are available in electronic format or paper format by sending a request to:**

Paper: Carla Butler, Senior Paralegal  
CenturyLink  
310 SW Park Avenue, Floor 11  
Portland, Oregon 97205

Electronic: [Carla.butler@centurylink.com](mailto:Carla.butler@centurylink.com)

Dated this 2<sup>nd</sup> day of August, 2019.



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Carla Butler, an employee of CenturyTel of the Gem State, Inc. d/b/a CenturyLink

# **ATTACHMENT A**

**Carrier Partner for Interconnected VoIP Provider Amendment  
to the Interconnection Agreement between  
CenturyTel of the Gem State, Inc. d/b/a CenturyLink  
and  
Teliix, Inc.  
for the State of Nevada**

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Interconnection Agreement between CenturyTel of the Gem State, Inc. d/b/a CenturyLink ("CenturyLink"), and Teliix, Inc. ("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 Nevada, concurrent with this Amendment that is also filed with the Commission, which, among other terms, required 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 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 (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.

**Teliax, Inc.**

**CenturyTel of the Gem State, Inc.  
d/b/a CenturyLink**

*David Aldworth*

*Kimberly J Povirk*  
Kimberly J Povirk (Mar 14, 2019)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

David Aldworth  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

President and CEO  
Title

Director Sales Support  
Title

Mar 13, 2019

Mar 14, 2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT 1

**The following language is added to the existing language, in the Agreement, in its entirety:**

### Definitions

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 demonstrates facilities readiness as described in the VoIP Numbering Order.

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

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 obtains numbering resources as described in the VoIP Numbering Order.

### **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's 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 entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.
  - 1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.
  - 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 CLEC's Switch and routed on the CLEC's interconnection trunk groups.
  - 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate the responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.
  
2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing CLEC and terminating to CenturyLink end

users or transiting 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 as the CLEC's responsibility in accordance with applicable terms of the Agreement.

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. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may discontinue accepting all traffic delivered over CLEC's 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's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC will establish a separate trunk group for the Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's 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 CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.