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December 6, 2006

STATE CORPORATION COMMISSION

Ms. Susan K. Duffy, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

DEC 06 2006

*Susan K. Duffy* Docket Room

RE: Interconnection agreement between AT&T and DIECA Communications, Inc. d/b/a Covad Communications Company

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of an Interconnection Agreement (the MFN Agreement) between Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas ("AT&T") and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") executed on December 1, 2006 and supporting affidavit of Janet Arnold, Manager-Regulatory Issues. In addition, attached is an Amendment to Replace Section 2.3.2 of the GT&C Appendix, an Amendment to Remove the Number Portability Appendix and Replace with a Negotiated LNP Appendix; and an Amendment to Revise the Collocation Appendix.

DIECA has chosen in the attached MFN Agreement to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. AT&T files this MFN Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996. DIECA is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T represents and believes in good faith that the implementation of this MFN Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for DIECA is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Ms. Katherine Mudge	
Senior Counsel	
7000 N. Mopac Expressway, 2 <sup>nd</sup> Floor	
Austin, TX 78731	
Phone: 512-514-6380	
Fax: 512-514-6520	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

Bruce A. Ney  
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)  
Ms. Katherine Mudge

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

Application of Southwestern Bell )  
Telephone, L.P. for Approval of )  
Interconnection Agreement Under the ) Docket No. 07-SWBT-574-1AT  
Telecommunications Act of 1996 With )  
DIECA Communications, Inc. d/b/a )  
Covad Communications Company )

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P. FOR APPROVAL OF  
INTERCONNECTION AGREEMENT UNDER THE  
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas ("AT&T") hereby files this Application for Approval of an Interconnection Agreement ("the MFN Agreement") with DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. AGREEMENT REACHED**

By designating in Section 2.4 of the attached MFN Agreement, DIECA has chosen to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement. In addition, attached is an Amendment to Replace Section 2.3.2 of the GT&C Appendix, an Amendment to Remove the Number Portability Appendix and Replace with a Negotiated LNP Appendix; and an Amendment to Revise the Collocation Appendix. There are no outstanding issues between AT&T and DIECA

that need the assistance of mediation or arbitration. The MFN Agreement was executed on December 1, 2006.

## **II. REQUEST FOR APPROVAL**

AT&T seeks the Commission's approval of the MFN Agreement, consistent with the provisions of the Federal Act.

AT&T believes that the implementation of this MFN Agreement complies fully with Section 252(e) of the Federal Act because it is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The MFN Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

AT&T respectfully requests that the Commission grant expeditious approval of this MFN Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

## **III. STANDARD FOR REVIEW**

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

### **(e) APPROVAL BY STATE COMMISSION**

- (1) APPROVAL REQUIRED.**--Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.**--The State Commission may only reject --(A) an agreement (or

any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Janet Arnold, Manager-Regulatory Issues, establishes that the MFN Agreement submitted herein satisfies these standards. (Affidavit, Attachment II).

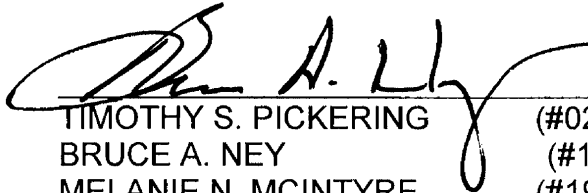
**IV. KANSAS LAW**

The negotiated and executed MFN Agreement is consistent with the Kansas regulatory statutes.

**VI. CONCLUSION**

For the reasons set forth above, AT&T respectfully requests that the Commission approve the MFN Agreement expeditiously.

Respectfully submitted,



TIMOTHY S. PICKERING (#02003)  
BRUCE A. NEY (#15554) ◀  
MELANIE N. MCINTYRE (#19945)

220 E. Sixth Street, Room 515  
Topeka, Kansas 66603-3596  
(785-276-8413)  
Attorneys for Southwestern Bell Telephone, L.P.

**INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**by and between**

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**

**AT&T KANSAS**

**and**

**DIECA COMMUNICATIONS, INC.  
d/b/a COVAD COMMUNICATIONS COMPANY**

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T Kansas"), and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

WHEREAS, pursuant to Section 252(i) of the Act, DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Kansas and the separate CLEC designated in Section 2.4 below for the State of Kansas, which was previously approved by the Kansas Corporation Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference (the "MFN Agreement"); and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Kansas hereby agree as follows:

**1. Incorporation of Recitals and Separate Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

**2. Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is approved with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on the original expiration date of the underlying Separate Agreement.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

Section 14.7

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Katherine K. Mudge Senior Counsel
STREET ADDRESS	7000 N. Mopac Expressway
ROOM OR SUITE	2 <sup>nd</sup> Floor
CITY, STATE, ZIP CODE	Austin, Texas 78731

## Section 15.2

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Katherine Mudge Senior Counsel
STREET ADDRESS	7000 North Mopac Expressway
ROOM OR SUITE	2 <sup>nd</sup> Floor
CITY, STATE, ZIP CODE	Austin, TX 78731
E-MAIL ADDRESS	kmudge@covad.com
FACSIMILE NUMBER	(512) 514-6580

- 2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

- \_\_\_\_\_ Docket No. 06-SWBT-236-IAT, approved September 14, 2005 (Cox Kansas Telecom, LLC)
- Docket No. 06-SWBT-237-IAT, approved September 14, 2005 (NuVox Communications of Kansas, Inc.)
- \_\_\_\_\_ Docket No. 06-SWBT-235-IAT, approved September 12, 2005 (Prairie Stream Communications, Inc.)

## 2.5 Intercarrier Compensation Options

- 2.5.1 For purposes of its MFN Agreement, CLEC elects the Intercarrier Compensation Option Choice designated with an "X" immediately below:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

## 3. Clarifications

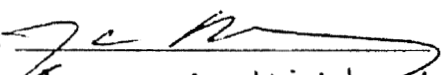
- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.
- 3.2 It is AT&T Kansas' position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.




IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 13<sup>th</sup>  
day of December, 2006.

DIECA Communications, Inc. d/b/a Covad  
Communications Company

Southwestern Bell Telephone, L.P. d/b/a AT&T  
Kansas by AT&T Operations, Inc., Its authorized  
agent

Signature: 

Signature: 

Print Name: James A. Kirkland

Print Name: Rebecca L. Sparks

Title: SVP, Strategic Dev & GC

Title: Executive Director-Regulatory

Date: 11/27/06

Date: DEC 01 2006

Facilities: OCN/AECN# 2995

Resale: OCN/AECN# 2995

**AMENDMENT TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P.  
d/b/a SBC KANSAS  
AND  
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY**

This Amendment is entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas<sup>1</sup> ("AT&T Kansas") and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") (collectively, the "Parties").

**WHEREAS**, Covad has requested to adopt the NuVox Communications of Kansas, Inc. Interconnection Agreement in the state of Kansas under Section 251(i) of the Telecommunications Act of 1996 (the "Separate Agreement"); and

**WHEREAS**, contemporaneous with the Commission's approval of Covad's adoption of the Separate Agreement (hereafter referred to as "underlying Agreement"), Covad and AT&T Kansas' desire to amend the underlying Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the underlying Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Parties agree to amend the underlying Agreement by deleting Section 2.3.2 of the General Terms and Conditions in its entirety and replacing it with the following:
  - 2.3.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$1,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

**3. AMENDMENT EFFECTIVE DATE**

- 3.1 This Amendment shall be effective on the Commission's approval of Covad's adoption of the Separate Agreement ("Amendment Effective Date") and is subject to approval by the Commission.

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Kansas as "AT&T Kansas".

#### 4. TERM OF AMENDMENT

- 4.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

#### 5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

#### 6. MISCELLANEOUS

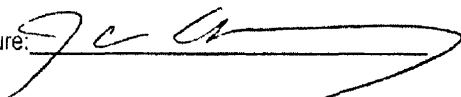
- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1st day of December, 2006 by AT&T Kansas, signing by and through its duly authorized representative, and DIECA Communications, Inc. d/b/a Covad Communications Company signing by and through its duly authorized representative.

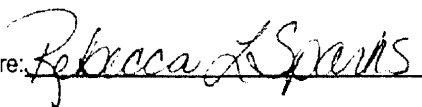
DIECA Communications, Inc. d/b/a Covad Communications Company

Southwestern Bell Telephone, L.P. d/b/a SBC Kansas by SBC Operations, Inc., its authorized agent

Signature:



Signature:



Name: James A. Kirkland  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: SVP, Strategic Dev & GC  
(Print or Type)

Title: Executive Director-Regulatory

Date: 11/27/06

Date: DEC 01 2006

OCN: 2995

AcNA: OVC

**AMENDMENT TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T KANSAS  
AND  
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY**

This Amendment is entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas<sup>1</sup> ("AT&T Kansas") and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") (collectively, the "Parties").

**WHEREAS**, Covad has adopted the NuVox Communications of Kansas, Inc. Interconnection Agreement in the state of Kansas under Section 251(i) of the Telecommunications Act of 1996 (the "underlying Agreement"); and

**WHEREAS**, contemporaneous with Covad's adoption of the underlying Agreement, Covad and AT&T Kansas' desire to amend the underlying Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the underlying Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Parties agree to amend the underlying Agreement by deleting Sections 1.0 and Section 2.0 of the Appendix Collocation in its entirety and replacing it with the following:
  - 1.0 AT&T KANSAS will provide caged, shared caged, common caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, AT&T KANSAS will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation at the terms, conditions, and rates set forth in the Kansas Local Access Tariff entitled "Physical Collocation".
  - 2.0 In addition, AT&T KANSAS will provide virtual collocation wherein AT&T KANSAS maintains and repairs the collocation equipment consistent with the terms, conditions, and rates of Section 26 of the Kansas Access Tariff entitled "Virtual Collocation". In CEVs, huts and cabinets where physical collocation space is not available, the Collocator may opt for virtual collocation where the Collocator maintains and repairs the virtually collocated equipment consistent with the terms of the Kansas Access Tariff. AT&T KANSAS may, at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is not available consistent with the terms of the Kansas Access Tariff.

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Kansas as "AT&T Kansas".

### 3. AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective on the Effective Date (as defined therein) of the underlying Agreement and is subject to approval by the Commission.

### 4. TERM OF AMENDMENT

4.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

### 5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

### 6. MISCELLANEOUS

6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

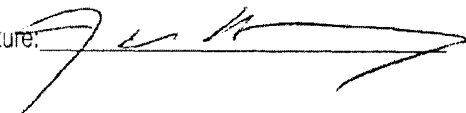
6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.

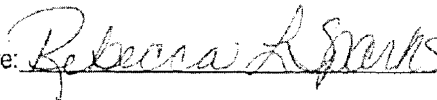
6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1st day of December, 2006 by AT&T Kansas, signing by and through its duly authorized representative, and DIECA Communications, Inc. d/b/a Covad Communications Company signing by and through its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad Communications Company

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas  
By AT&T Operations, Inc., its authorized agent

Signature:   
Name: James A. Kirkland  
(Print or Type)

Signature:   
Name: Rebecca L. Sparks  
(Print or Type)

Title: SVP, Strategic Dev & GC  
(Print or Type)

Title: Executive Director-Regulatory

Date: 11/27/06

Date: DEC 8 9 2006

OCN: 2995  
ACNA: OVC

# APPENDIX LOCAL NUMBER PORTABILITY



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## APPENDIX LNP (LOCAL NUMBER PORTABILITY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.6 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.9 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

## 2. LOCAL NUMBER PORTABILITY (LNP)

### 2.1 General Terms and Conditions

2.1.1 **AT&T-13STATE** and CLEC, or, in the event that CLEC uses a third party switch provider, then the third party switch provider, shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).

### 2.2 Requirements for LNP

2.2.1 **AT&T-13STATE** and CLEC, or, in the event that CLEC uses a third party switch provider, then the third party switch provider, shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

### 2.3 Limitations of Service

2.3.1 Telephone numbers can be ported as a basic network offering only within **AT&T-13STATE** rate centers as approved by State Commissions. Porting within rate centers refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX", as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.

2.3.2 Telephone numbers of the following types shall be ported only to the extent and manner permitted under Applicable Law: (i) **AT&T-13STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.

2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

## 2.4 Service Description

- 2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

## 2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **AT&T-13STATE** may charge CLEC, or, in the event that CLEC uses a third party switch provider, AT&T will charge the third party switch provider, LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

## 3. **"N-1" QUERY METHODOLOGY**

- 3.1 The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.
  - 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
  - 3.1.2 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
  - 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to

route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, **AT&T-13STATE** may query all calls directed to that NXX, provided that **AT&T-13STATE**'s queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service **AT&T-13STATE** provides its own customers.

- 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 3.1.5 Rates, terms and conditions for LNP queries performed by **AT&T-13STATE** will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

#### 4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
  - 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party (or, if appropriate, the receiving Party's third-party switching provider) shall return, at the appropriate time, a Firm Order Confirmation (FOC).
  - 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

#### 5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, **AT&T-13STATE** and CLEC agree that a 30-minute interval is a goal toward which both companies will work; however, both CLEC and **AT&T-13STATE** recognize that there will be instances where the interval may be up to 59 minutes.
  - 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
  - 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
  - 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.

- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-13STATE and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-13STATE and CLEC, or in the event that CLEC uses a third party switch provider, the third party switch provider will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
  - 5.5.1 Both AT&T-13STATE and CLEC or, in the event that CLEC uses a third-party switch provider, the third-party switch provider shall to offer Local Number Portability for telephone numbers with “choke” (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
  - 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
  - 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
  - 5.7.2 AT&T-13STATE and CLEC, or, in the event that CLEC uses a third-party switch provider, the third-party switch provider shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
  - 5.7.3 AT&T-13STATE and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

## 6. USE OF THIRD-PARTY LOCAL SWITCHING PROVIDER

- 6.1 CLEC may use a third-party source for local switching (also referred to as a third party switch provider. If CLEC uses a third-party switch provider, CLEC guarantees the third-party provider's performance of any and all obligations under this Appendix, CLEC shall take any and all actions necessary to require the third-party provider to perform those obligations, and CLEC shall indemnify and hold harmless AT&T-13STATE for any failure of either CLEC or the third-party provider, or both, to fully and promptly perform those obligations. Any failure of either the CLEC or its third-party provider, or both, to perform any of the obligations under this Appendix shall constitute a breach by CLEC of the terms and conditions of this Appendix.
- 6.2 If CLEC uses a third-party source for local switching, AT&T-13STATE shall accept Local Service Requests (LSRs) for LNP or for UNE Loops from CLEC, with respect to any order for which the end user's telephone number, the UNE Loop, or both are provisioned to the third-party provider's switch. CLEC shall obtain a Letter of Authorization (LOA) from the third-party provider indicating the third-party provider's authorization for CLEC to place the LSR identifying the third party switch provider as the network service provider to enable the third party switch provider to port telephone numbers into the third-party provider's switch(es).

- 6.3 If CLEC uses a third-party source for local switching, CLEC shall ensure that the third-party provider complies with applicable law and Industry Standards, including but not limited to NANC Inter Service Provider Operations Flows, governing LNP.
- 6.4 If CLEC uses a third-party source for local switching, the third-party switch provider must have an approved and effective Interconnection Agreement (ICA) with **AT&T-13STATE** at all times while CLEC uses the third-party provider. The third-party provider's ICA must contain approved appendices governing, at minimum, each of the following subjects: numbering, number portability, unbundled network elements, network interconnection methods or network interconnection architecture, interconnection trunking requirements, and intercarrier compensation, all of which must be effective prior to submission of any order for Local Number Portability or Lawful UNE Loop to be provisioned to the third party switch providers switch and must remain effective for as long as this Amendment remains effective. If the third party provider's ICA, or any of the identified appendices fails to become effective or ceases to be effective, **AT&T-13STATE** may reject such orders.

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T KANSAS  
AND  
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY**

**WHEREAS**, this Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T Kansas") and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC") (collectively, the "Parties") entered into an interconnection agreement ("Agreement") which permits the Parties to mutually amend the Agreement in writing; and shall apply to the state of Kansas.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Parties agree to amend the Agreement by removing in its entirety the Attachment 14: Permanent Number Portability and adding the attached Appendix Local Number Portability.

**3. AMENDMENT EFFECTIVE DATE**

- 3.1 This Amendment shall be effective on the Effective Date (as defined therein) of the underlying Agreement and is subject to approval by the Commission.

**4. TERM OF AMENDMENT**

- 4.1 This Amendment shall not modify or extend the Effective Date or Term of each Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

**5. RESERVATIONS OF RIGHTS**

- 5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002);



*USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

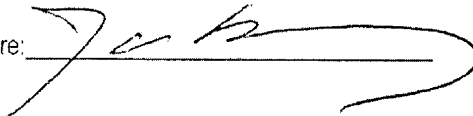
## 6. MISCELLANEOUS


- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Kansas, signing by and through its duly authorized representative, and DIECA Communications, Inc. d/b/a Covad Communications Company, signing by and through its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad  
Communications Company

Southwestern Bell Telephone, L.P. d/b/a AT&T  
Kansas  
by AT&T Operations, Inc., its authorized agent

Signature: 

Signature: 

Name: James A. Kirkland  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: SVP, Strategic Dev & GC  
(Print or Type)

Title: Executive Director-Regulatory

Date: 11/27/06

Date: DEC 01 2006

	<u>AECN/OCN #</u>	<u>ACNA</u>
KANSAS	<u>2995</u>	<u>OVC</u>

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell )  
Telephone, L.P. for Approval of )  
Interconnection Agreement Under the ) Docket No. \_\_\_\_\_  
Telecommunications Act of 1996 With )  
DIECA Communications, Inc. )  
d/b/a Covad Communications Company )

**AFFIDAVIT OF JANET ARNOLD**

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

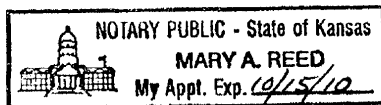
Before me, the Undersigned Authority, on the 6<sup>th</sup> day of December, 2006, personally appeared Janet Arnold of Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas ("AT&T") who, upon being by me duly sworn on oath deposed and said the following:

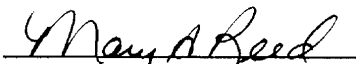
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Issues for AT&T, and I have knowledge concerning the Interconnection Agreement ("the MFN Agreement") between AT&T and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") on behalf of AT&T. I have personal knowledge of the provisions of the MFN Agreement which was executed on December 1, 2006.
2. DIECA has chosen in the MFN Agreement to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement. In addition, attached is an Amendment to Replace Section 2.3.2 of the GT&C Appendix, an Amendment to Remove the Number Portability Appendix and Replace with a Negotiated LNP Appendix; and an Amendment to Revise the Collocation Appendix.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.

4. The implementation of this MFN Agreement is consistent with the public interest, convenience and necessity. The MFN Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The MFN Agreement allows diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications Solutions.
5. This MFN Agreement does not discriminate against any telecommunications carrier. It is available to any similarly situated provider in negotiating a similar agreement.
6. The MFN Agreement is consistent with Kansas law.

  
\_\_\_\_\_  
Janet Arnold

Subscribed and sworn to before me this 6<sup>th</sup> day of December, 2006.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: *October 15, 2010*