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October 26, 2021

Ms. Lynn M. Retz
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 16-SWBT-538-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With AT&T Corp. and Teleport Communications America, LLC

Dear Ms. Retz:

Attached, via electronic filing with the Commission, is AT&T Kansas' Application for Approval of an Amendment to Interconnection Agreement. The Application seeks approval of an amendment to the interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Kansas and AT&T Corp. and Teleport Communications America, LLC. ("CLEC") approved by the Commission on July 21, 2016 in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This proposed amendment reflects the changes resulting from modification of certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and modifies certain provisions related to Robocalling and other Prohibited Traffic in the current agreement. The Agreement, with this proposed amendment and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. CLEC is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this proposed amendment to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this amendment to the Agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Dan Le	
Lead Carrier Relations Manager	
One AT&T Way, Room 4A123B	
Bedminster, NJ 07921	
Phone: 908-532-6017	
Fax:	
E-mail: danle@att.com	

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney".

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Dan Le

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

In the Matter of the Application of)	
Southwestern Bell Telephone Company)	
for Approval of Interconnection)	
Agreement Under the)	Docket No. 16-SWBT-538-IAT
Telecommunications Act of 1996 With)	
AT&T Corp. and Teleport)	
Communications America, LLC.)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Kansas and hereby files its Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and AT&T Corp. and Teleport Communications America, LLC. ("CLEC"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On July 21, 2016, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and CLEC (the "Agreement") in the above captioned proceeding.

II. REQUEST FOR APPROVAL

2. AT&T Kansas requests the Commission's approval of the proposed amendment to the Agreement, consistent with the provisions of the Federal Act. The proposed amendment will reflects the changes resulting from modification of certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and modifies

certain provisions related to Robocalling and other Prohibited Traffic, in the current Agreement. A copy of the executed amendment is attached hereto as Attachment I and incorporated herein by this reference.

3. The implementation of the amendment to the Agreement complies fully with Section 252(e) of the Federal Act as the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

4. AT&T Kansas respectfully requests that the Commission grant expeditious approval of its Application and the amendment to the Agreement, without change, suspension or other delay. The Agreement, with the proposed amendment, is a bilateral Agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

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

Section 252(e) of the Federal Act:

(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 shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND 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 . . .

6. The affidavit of Richard T. Howell, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

7. The proposed amendment to the Agreement is consistent with Kansas law.

V. CONCLUSION

8. For the reasons set forth above, AT&T Kansas respectfully requests an Order of the Commission approving its Application and the amendment to the Agreement.

Respectfully submitted,



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816 Congress, Suite 1100
Austin, Texas 78701
(512) 457-2311
(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

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

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

**AT&T CORP. AND TELEPORT
COMMUNICATIONS AMERICA, LLC**

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

AT&T COMMUNICATIONS OF INDIANA, LLC, AT&T COMMUNICATIONS OF TEXAS, LLC, AT&T CORP., TELEPORT COMMUNICATIONS AMERICA, LLC

Signature: eSigned - Dan LeSignature: eSigned - Kristen E. ShoreName: eSigned - Dan Le
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Lead Carrier Relations Manager
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 22 Jul 2021Date: 26 Jul 2021

AT&T Communications of Indiana, LLC, AT&T Communications of Texas, LLC, AT&T Corp., Teleport Communications America, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7421,8043	592A,8271	7678
ARKANSAS	7125,7421	274B	3962,6329,802C
CALIFORNIA	7125,7421	6059,7139,7147	7145,7942
FLORIDA	7421,8043	7934,8300	- - -
GEORGIA	7421,8043	7125,8392	7125,7680
ILLINOIS	7421	9618	3143,7922
INDIANA	7125,7421	7314,8029	5476,7314,7684
KANSAS	7125,7421	589A,8995	3524,7685,8995
KENTUCKY	7421,8043	591A,8406	7686
LOUISIANA	7421,8043	275B	653C,7923
MICHIGAN	7125,7421,8637	7213,9619	3142,7213,770E,7924
MISSISSIPPI	7421,8043	594A	458C,7932
MISSOURI	7125	6123,7218	6123,7218
NEVADA	7125,7421	291B,587C	587C,7692

NORTH CAROLINA	7421,8043	276B,8389	7689
OHIO	7125,7421	7532,9617	7532,7694
OKLAHOMA	7125,7421	530C,595A	3636,7926
SOUTH CAROLINA	7421,8043	277B	635C,7696
TENNESSEE	7421,7658	539A,7658	7698
TEXAS	7125,7421	7138,7148,720A	3399,7138,7148,7682
WISCONSIN	7125,7421	7075,7216	7075,7216

Description	ACNA Code(s)
ACNA(s)	TPM,ATX,LOA,SUV,AAV

AMENDMENT TO THE AGREEMENT**BETWEEN**

AT&T COMMUNICATIONS OF INDIANA, LLC, AT&T COMMUNICATIONS OF TEXAS, LLC, AT&T CORP., TELEPORT COMMUNICATIONS AMERICA, LLC

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; 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 and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (“AT&T”) and AT&T Corp.; AT&T Communications of Indiana, LLC; AT&T Communications of Texas, LLC and Teleport Communications America, LLC (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), signed April 29, 2016 and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

WHEREAS, the Parties desire to modify certain provisions related to Robocalling and other Prohibited Traffic; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Parties agree to replace Sections 9.1 and 9.2 from Attachment 07 of the Agreement with the following language:

9.0 Data Connection Security Requirements

- 9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
3. The Parties agree to add the following Robocalling and other Prohibited Traffic provisions to the General Terms & Conditions (GT&Cs):

RC 1.0 PROHIBITED TRAFFIC

RC 1.1 Prohibited Traffic

RC 1.1.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

RC 1.1.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

RC 1.1.1.2 Traffic that unreasonably harms, frightens, or abuses; and

RC 1.1.1.3 Traffic that unreasonably interferes with the use of the AT&T-21STATE's network.

RC 1.1.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

RC 1.1.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

RC 1.1.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

RC 1.1.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

RC 1.1.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

RC 1.1.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.3 CLEC agrees that if it receives a request for information about traffic sent to AT&T-21STATE which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from AT&T-21STATE, CLEC will promptly respond to the Authorized Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to the administrator authorized by USTelecom's

Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
7. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

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

In the Matter of the Application of)
Southwestern Bell Telephone Company)
for Approval of Interconnection)
Agreement Under the) Docket No. 16-SWBT-538-IAT
Telecommunications Act of 1996 With)
AT&T Corp. and Teleport)
Communications America, LLC)

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 21st day of October 2021, Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, personally appeared before me, the undersigned authority, and upon being duly sworn on oath, depose and said the following:

1. My name is Richard T. Howell. I am over the age of 21; I am of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning both the Interconnection Agreement ("the Agreement") between AT&T Kansas and AT&T Corp. and Teleport Communications America, LLC that was approved by the Commission on July 21, 2016 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment reflects the changes resulting from modification of certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and modifies certain provisions related to Robocalling and other Prohibited Traffic in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.

4. The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.
5. This amendment to the Agreement does not discriminate against any telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed amendment to the Agreement is consistent with Kansas law.
7. I have read the Application of AT&T Kansas and verify that the statements, allegations and matters contained therein are true and correct according to the best of my knowledge and belief.


Richard T. Howell

Subscribed and sworn to before me this 21st day of October 2021.


Notary Public

My Commission Expires: 7-11-2024

