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July 25, 2018

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

Re: Docket No. 10-SWBT-721-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Cincinnati Bell Any Distance, Inc.

Dear Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of an amendment to the Interconnection Agreement previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Cincinnati Bell Any Distance, Inc. (now known as CBTS Technology Solutions, LLC) ("CLEC") on July 28, 2010 in the above-captioned docket (hereinafter "the Agreement"). Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This Amendment implements the FCC ICC Reform Order and changes name from Cincinnati Bell Any Distance Inc. to CBTS Technology Solutions, LLC 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 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:
Ted Heckman	
Managing Director-Regulatory & Government Affairs	
221 East 4 <sup>th</sup> Street, Suite 103-1280	
Cincinnati, OH 45201	
Phone: 513-397-1375	
Fax:	
E-mail: ted.heckman@cinbell.com	

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

Sincerely,



Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Ted Heckman

**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. 10-SWBT-721-IAT
Telecommunications Act of 1996 With	)	
Cincinnati Bell Any Distance, Inc.	)	

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

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and CBTS Technology Solutions, LLC (f/k/a Cincinnati Bell Any Distance, Inc.) (hereinafter "the Agreement") and respectfully shows the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

1. AT&T Kansas presents to this Commission an amendment to the Agreement previously negotiated, executed and filed with the Commission on April 30, 2010 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on July 28, 2010. This amendment implements the FCC ICC Reform Order and changes name from Cincinnati Bell Any Distance Inc. to CBTS Technology Solutions, LLC in the current Agreement. A copy of the executed amendment which reflects the parties' agreement to incorporate this amendment to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

2. AT&T Kansas seeks the Commission's approval of this amendment to the Agreement, consistent with the provisions of the Federal Act. The implementation of this amendment to the Agreement complies fully with Section 252(e) of the Federal Act because 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.

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

## **III. STANDARD FOR REVIEW**

4. 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 . . .

5. 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**

6. The negotiated and executed amendment to the Agreement is consistent with the Kansas regulatory statutes.

#### **V. CONCLUSION**

7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this amendment to the Agreement previously approved.

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**

**CBTS TECHNOLOGY SOLUTIONS, LLC**

## AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,  
AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS

## AND

CBTS TECHNOLOGY SOLUTIONS, LLC, CBTS TECHNOLOGY  
SOLUTIONS, LLC D/B/A SUNTEL SERVICES



Signature: eSigned - Ted HeckmannSignature: eSigned - William BockelmanName: eSigned - Ted Heckmann  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)

Managing Director - Regulatory and Government Affairs

Title: \_\_\_\_\_  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 05 Jun 2018Date: 05 Jun 2018CBTS Technology Solutions, LLC, CBTS  
Technology Solutions, LLC d/b/a SunTel  
ServicesBellSouth Telecommunications, LLC d/b/a AT&T  
FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T  
LOUISIANA, 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,  
Southwestern Bell Telephone Company d/b/a  
AT&T ARKANSAS, AT&T KANSAS, AT&T  
MISSOURI and AT&T TEXAS by AT&T Services, Inc.,  
its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	3637	3638	9902
INDIANA	3637	3638	3638
KENTUCKY	739E	973F	593F
LOUISIANA	739E	178G	177G
MICHIGAN	739E	118G	117G
MISSOURI	739E	096G	095G
OHIO	739E	972F	600F
SOUTH CAROLINA	739E	993F	968F
TENNESSEE	739E	969F	776F

Description	Code(s)
ACNA(s)	CBD,EGX



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
CBTS TECHNOLOGY SOLUTIONS, LLC  
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CBTS Technology Solutions, LLC (f/k/a Cincinnati Bell Any Distance Inc.) ("CLEC") as shown in the attached Exhibit A. 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 the Agreement(s) as shown in the attached Exhibit A and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

**WHEREAS**, Cincinnati Bell Any Distance Inc. has changed its name to CBTS Technology Solutions, LLC and wishes to reflect that name change as set forth herein.

**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, the terms and conditions, contained within, Exhibit A – Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Inter-carrier Compensation**
  - 2.1. The Parties hereby implement the inter-carrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The inter-carrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. The Agreement is hereby amended to reflect the name change from Cincinnati Bell Any Distance Inc to CBTS Technology Solutions, LLC.
4. AT&T shall reflect that name change from Cincinnati Bell Any Distance Inc to CBTS Technology Solutions, LLC only for the main billing account (header card) for each of the accounts previously billed Cincinnati Bell Any Distance Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CBTS Technology Solutions, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Cincinnati Bell Any Distance Inc with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
5. Once this Amendment is effective, CBTS Technology Solutions, LLC shall operate with AT&T under the CBTS Technology Solutions, LLC name for those accounts. Such operation shall include, by way of example only, submitting orders under CBTS Technology Solutions, LLC and labeling (including re-labeling) equipment and facilities with CBTS Technology Solutions, LLC Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this

Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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 counterparts shall together constitute one and the same instrument.
11. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, 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 91<sup>st</sup> day after filing.

**Exhibit A**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CLEC Old Legal Name</b>	<b>CLEC New Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	July 30, 2010
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	April 7, 2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	March 2, 2010
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	February 26, 2010
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	December 2, 2010
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	March 19, 2010
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	February 3, 2010
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 25, 2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions LLC	Interconnection	December 21, 2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Cincinnati Bell Any Distance Inc.	CBTS Technology Solutions, LLC	Interconnection	January 16, 2002

<b>Michigan Bell Telephone Company d/b/a AT&amp;T MICHIGAN</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions, LLC d/b/a Suntel Services</b>	<b>Interconnection</b>	<b>January 25, 2010</b>
<b>The Ohio Bell Telephone Company d/b/a AT&amp;T OHIO</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions, LLC</b>	<b>Interconnection</b>	<b>December 25, 2009</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T ARKANSAS</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions, LLC</b>	<b>Interconnection</b>	<b>June 30, 2010</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T KANSAS</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions LLC</b>	<b>Interconnection</b>	<b>July 28, 2010</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T MISSOURI</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions, LLC</b>	<b>Interconnection</b>	<b>June 16, 2010</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T TEXAS</b>	<b>Cincinnati Bell Any Distance Inc.</b>	<b>CBTS Technology Solutions, LLC</b>	<b>Interconnection</b>	<b>January 14, 2010</b>

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

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 ) Docket No. 10-SWBT-721-IAT  
Agreement Under the )  
Telecommunications Act of 1996 With )  
Cincinnati Bell Any Distance, Inc. )

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS )  
 ) ss  
COUNTY OF DALLAS )

On the 23<sup>rd</sup> day of July 2018, 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, deposed 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 CBTS Technology Solutions, LLC (f/k/a Cincinnati Bell Any Distance, Inc. that was approved by the Commission on July 28, 2010 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment implements the FCC ICC Reform Order and changes name from Cincinnati Bell Any Distance, Inc. to CBTS Technology Solutions, LLC 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.



Richard T. Howell

Subscribed and sworn to before me this 23rd day of July of 2018.

  
Notary Public

My Commission Expires: 3-29-2020

