



**Bruce A. Ney**  
AVP – Senior Legal Counsel

20181220115912  
Filed Date: 12/20/2018  
State Corporation Commission  
of Kansas

**AT&T Kansas**  
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Suite 1100  
Austin, Texas 78701

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December 20, 2018

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

Re: Docket No. 08-SWBT-1136-IAT – In the Matter of the Application of  
Southwestern Bell Telephone Company for Approval of Interconnection Agreement  
Under the Telecommunications Act of 1996 With Neutral Tandem-Kansas, LLC  
(Onvoy 16-SWBT-429-IAT)

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 Neutral Tandem-Kansas, LLC on September 15, 2008 in the above-captioned docket (hereinafter “the Agreement”). Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This Amendment is to allow Neutral Tandem-Kansas, LLC to assign its Agreement to Onvoy, LLC; allow Onvoy, LLC to continue to use its SPIDs, ACNA, and OCNs; allow Onvoy, LLC to assume the Neutral Tandem-Kansas, LLC SPIDs, ACNAs and OCNs; and reflect the name change under the Agreement from Neutral Tandem-Kansas, LLC to Onvoy, LLC. Upon the Effective Date of this Amendment, the existing Agreement between Onvoy, LLC and AT&T approved by the Commission on May 5, 2016 in Docket No. 16-SWBT-429-IAT will be superseded.

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. Neutral Tandem-Kansas, LLC and Onvoy, LLC are 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 Neutral Tandem-Kansas, LLC and Onvoy, LLC are listed below.

Neutral Tandem-Kansas, LLC Officer Name:	Onvoy, LLC Officer Name:
John Bullock	Kyle V. Bertrand
Chief Operation Officer	Vice President, Procurement Management and Network Optimization
550 W. Adams Street, Suite 900	75 Erieview Plaza, Suite 400
Chicago, IL 60661	Cleveland, OH 44114
Phone: 312-384-8032	Phone: 216-373-4636
Fax:	
E-mail: John.Bullock@inteliquent.com	E-mail: Kyle.Bertrand@inteliquent.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: John Bullock  
Kyle V. Bertrand

**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. 08-SWBT-1136-IAT
Telecommunications Act of 1996 With	)	
Neutral Tandem-Kansas, LLC	)	

**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 Neutral Tandem-Kansas, LLC (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 June 24, 2008 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on September 15, 2008. This Amendment is to allow Neutral Tandem-Kansas, LLC to assign its Agreement to Onvoy, LLC; allow Onvoy, LLC to continue to use its SPIDs, ACNA, and OCNs; allow Onvoy, LLC to assume the Neutral Tandem-Kansas, LLC SPIDs, ACNAs and OCNs; and reflect the name change under the Agreement from Neutral Tandem-Kansas, LLC to Onvoy, LLC. Upon the Effective Date of this Amendment, the existing Agreement between Onvoy, LLC and AT&T approved by the Commission on May 5, 2016 in Docket No. 16-SWBT-429-IAT will be

superseded. 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,

  
\_\_\_\_\_  
BRUCE A. NEY (#15554)  
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**

**NEUTRAL TANDEM-KANSAS, LLC  
AND  
ONVOY, 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 NORTH CAROLINA AND AT&T SOUTH CAROLINA, 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, 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****ONVOY, LLC**

Signature: eSigned - Kyle V. BertrandSignature: eSigned - William BockelmanName: eSigned - Kyle V. Bertrand  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)

Vice President, Network Optimization &amp; Procurement

Title: \_\_\_\_\_  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 08 Oct 2018Date: 15 Oct 2018**Onvoy, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, and AT&T SOUTH CAROLINA, 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, 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	CLEC OCN
ALABAMA	---	604E
ARKANSAS	---	348F
CALIFORNIA	---	668G,649C
FLORIDA	---	301H,937C
GEORGIA	---	302H,067D
ILLINOIS	---	304H,505B
INDIANA	363F	097D,213F
KANSAS	---	205F
KENTUCKY	---	896E
LOUISIANA	---	749E
MICHIGAN	363F	214F,543C
MISSOURI	---	389H,093F
NEVADA	---	029F
NORTH CAROLINA	---	267H,638E
OKLAHOMA	---	390H,409F
SOUTH CAROLINA	---	548E



TEXAS	- - -	914G,903C
WISCONSIN	- - -	940E,225C

Description	ACNA Code(s)
ACNA(s)	MSK,OVS

Signature: eSigned - John BullockSignature: eSigned - William BockelmanName: eSigned - John Bullock  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Chief Operating Officer  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 08 Oct 2018Date: 15 Oct 2018

Neutral Tandem-Alabama, LLC, Neutral Tandem-Arkansas, LLC, Neutral Tandem-California, LLC, Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC, Neutral Tandem-Illinois, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Kentucky, LLC, Neutral Tandem-Louisiana, LLC, Neutral Tandem-Michigan, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-North Carolina, LLC, Neutral Tandem-Oklahoma, LLC, Neutral Tandem-South Carolina, LLC, Neutral Tandem-Texas, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, and AT&T SOUTH CAROLINA, 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, 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	CLEC OCN
ALABAMA	---	604E
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OKLAHOMA	---	390H,409F
SOUTH CAROLINA	---	548E

TEXAS	- - -	914G,903C
WISCONSIN	- - -	940E,225C

Description	ACNA Code(s)
ACNA(s)	MSK,OVS

**AMENDMENT TO THE AGREEMENTS  
BETWEEN**

**NEUTRAL TANDEM-ALABAMA, LLC, NEUTRAL TANDEM-ARKANSAS, LLC, NEUTRAL  
TANDEM-CALIFORNIA, LLC, NEUTRAL TANDEM-FLORIDA, LLC, NEUTRAL TANDEM-  
GEORGIA, LLC, NEUTRAL TANDEM-ILLINOIS, LLC, NEUTRAL TANDEM-INDIANA, LLC,  
NEUTRAL TANDEM-KANSAS, LLC, NEUTRAL TANDEM-KENTUCKY, LLC, NEUTRAL  
TANDEM-LOUISIANA, LLC, NEUTRAL TANDEM-MICHIGAN, LLC, NEUTRAL TANDEM-  
MISSOURI, LLC, NEUTRAL TANDEM-NEVADA, LLC, NEUTRAL TANDEM-NORTH  
CAROLINA, LLC, NEUTRAL TANDEM-OKLAHOMA, LLC, NEUTRAL TANDEM-SOUTH  
CAROLINA, LLC, NEUTRAL TANDEM-TEXAS, LLC**

**AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, NORTH CAROLINA AND AT&T SOUTH  
CAROLINA, 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, 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 Agreements by and between AT&T and Neutral Tandem-Alabama, LLC, Neutral Tandem-Arkansas, LLC, Neutral Tandem-California, LLC, Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC, Neutral Tandem-Illinois, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Kentucky, LLC, Neutral Tandem-Louisiana, LLC, Neutral Tandem-Michigan, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-North Carolina, LLC, Neutral Tandem-Oklahoma, LLC, Neutral Tandem-South Carolina, LLC, Neutral Tandem-Texas, LLC ("Neutral Tandem") as shown in the attached Exhibit A.

**WHEREAS**, AT&T and Neutral Tandem are Parties to the Agreements as shown in the attached Exhibit A.

**WHEREAS**, AT&T and Onvoy, LLC ("Onvoy") are Parties to the Agreements as shown in the attached Exhibit B.

**WHEREAS**, Neutral Tandem desires to assign its Agreements to Onvoy, LLC ("Onvoy");

**WHEREAS**, Onvoy represents that it has registered this merger transaction and name with each Secretary of State impacted by the assignment to the extent required under applicable law or regulation;

**WHEREAS**, Onvoy represents that it has filed for a change in its certification with each Public Utilities Commission to the extent required under applicable law or regulation or by the assignment;

**WHEREAS**, Onvoy represents that it will continue to use its SPIDs registered with NPAC, ACNA registered with iconectiv and OCNs with NECA;

**WHEREAS**, Onvoy seeks to assume the SPIDs, ACNA and OCNs to the Neutral Tandem Agreements;

**WHEREAS**, Onvoy represents that it has registered these SPIDs with NPAC, ACNAs with iconectiv and OCNs with NECA;

**WHEREAS**, Onvoy desires to terminate its Agreements with AT&T, as contained in Exhibit B;

**WHEREAS**, Onvoy represents that it has authority to amend the Neutral Tandem Agreements;

**WHEREAS**, Onvoy desires to continue to purchase services from AT&T under the Neutral Tandem Agreements;

**WHEREAS**, AT&T and Onvoy agree to amend the Neutral Tandem Agreements to reflect the name change to Onvoy, LLC and assume the Neutral Tandem SPIDs, ACNAs and OCNs listed in this Amendment; and

**WHEREAS**, concurrent with the execution of this Amendment, certain services being provided today by AT&T to Onvoy will subsequently be provided by AT&T to Onvoy under the Neutral Tandem Agreements, as amended, including by way of name change from Neutral Tandem to Onvoy.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T and Onvoy agree to amend the Neutral Tandem Agreements as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Neutral Tandem's Agreements and Exhibit B – Listing of Onvoy, LLC's Agreements immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Upon the Effective date of this amendment for each state, Onvoy's Agreement for the respective state, as listed in Exhibit B, is hereby superseded.
3. The Neutral Tandem Agreements are hereby amended to reflect the assignment from "Neutral Tandem" to "Onvoy, LLC"
  - 3.1 AT&T shall reflect the assignment from "Neutral Tandem" to "Onvoy, LLC" only for the main billing account (header card) for each of the CLEC accounts previously billed to Neutral Tandem. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts previously billed to Neutral Tandem, including to the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements. Without limiting the foregoing, Onvoy affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Neutral Tandem with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements.
  - 3.2 Once this Amendment is effective, Onvoy shall operate with AT&T under the "Onvoy, LLC" name for those CLEC accounts previously billed Neutral Tandem. Such operation shall include, by way of example only, submitting orders under Onvoy, LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with "Onvoy, LLC"
4. The Parties agree to continue use of Neutral Tandem's company codes to the Neutral Tandem Agreements:

ACNA: OWS

OCN: 604E, 348F, 649C, 937C, 067D, 505B, 097D, 205F, 896E, 749E, 543C, 093F, 029F, 638E, 409F, 548E, 903C, 225C

SPID: 505B, 604E
5. The Parties agree to assign and use Onvoy's company codes to the Neutral Tandem Agreements upon the Effective Date of this Amendment.

ACNA: MSK

OCN: 668G, 301H, 302H, 304H 363F, 213F, 214F, 389H, 267H, 215F, 390H, 914G, 940E

SPID: 4899, 858G
6. For the States of Alabama, Arkansas, Indiana, Kansas, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, Nevada, Oklahoma, South Carolina, and Texas the Parties agree to add the following provision to the Attachment or Appendix for Network Interconnection.

NI.1 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.

7. The Parties agree to replace Section N from the Neutral Tandem Agreements with the following language:

**N Notices**

N.1 Notices given by CLEC to AT&T-21STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.2 delivered by facsimile.

N.2 Notices given by AT&T-21STATE to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt;

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle V. Bertrand Vice President, Procurement Management and Network Optimization
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, OH 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Kyle.Bertrand@inteliquent.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated

contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

7. This Amendment shall be deemed to revise the terms and provisions of the Neutral Tandem Agreements 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 Neutral Tandem Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Neutral Tandem Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Neutral Tandem Agreements, or in the Neutral Tandem Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. 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 Neutral Tandem Agreements (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 Neutral Tandem Agreements or which may be the subject of further review.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING NEUTRAL TANDEM AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Neutral Tandem Agreements, but rather, shall be coterminous with such Neutral Tandem Agreements.
11. 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.
12. For all States except Arkansas, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the 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 Connecticut: This Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) 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.



**Exhibit A - Listing of Neutral Tandem's Agreements**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Neutral Tandem-Alabama, LLC	Interconnection	03/04/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Neutral Tandem-Louisiana, LLC	Interconnection	05/14/2008
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Neutral Tandem-North Carolina, LLC	Interconnection	03/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Neutral Tandem-South Carolina, LLC	Interconnection	03/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Neutral Tandem-Florida, LLC	Interconnection	07/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Neutral Tandem-Georgia, LLC	Interconnection	07/10/2009
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Neutral Tandem-Kentucky, LLC	Interconnection	05/29/2009
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS)	Neutral Tandem-Illinois, LLC	Interconnection	02/04/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Neutral Tandem-Arkansas, LLC	Interconnection	07/18/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Neutral Tandem-Kansas, LLC	Interconnection	09/15/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Neutral Tandem-Oklahoma, LLC	Interconnection	09/12/2008
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Neutral Tandem-Indiana, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Neutral Tandem-Missouri, LLC	Interconnection	11/29/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Neutral Tandem-Nevada, LLC	Interconnection	09/06/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Neutral Tandem-Texas, LLC	Interconnection	10/03/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Neutral Tandem-Michigan, LLC	Interconnection	07/22/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Neutral Tandem-California, LLC	Interconnection	08/06/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Neutral Tandem-Illinois, LLC	Interconnection	07/26/2004

**Exhibit B – Listing of Onvoy, LLC's Agreements**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Onvoy, LLC	Interconnection	04/05/2015
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Onvoy, LLC	Interconnection	05/11/2016
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Onvoy, LLC	Interconnection	05/07/2014
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Onvoy, LLC	Interconnection	12/02/2014
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Onvoy, LLC	Interconnection	11/20/2014
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS)	Onvoy, LLC	Interconnection	11/06/2014
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Onvoy, LLC	Interconnection	12/04/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Onvoy, LLC	Interconnection	05/05/2016
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Onvoy, LLC	Interconnection	03/04/2016
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Onvoy, LLC	Interconnection	04/06/2016

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Onvoy, LLC	Interconnection	8/26/2008
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Onvoy, LLC	Interconnection	10/02/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Onvoy, LLC	Interconnection	11/26/2014
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Onvoy, LLC	Interconnection	04/26/2016
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Onvoy, LLC	Interconnection	12/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Onvoy, LLC	Interconnection	02/24/2016
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Onvoy, LLC	Interconnection	02/27/2014
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Onvoy, LLC	Interconnection	09/16/2014

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. 08-SWBT-1136-IAT  
Agreement Under the )  
Telecommunications Act of 1996 With )  
Neutral Tandem-Kansas, LLC )

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS )  
 ) ss  
COUNTY OF DALLAS )

On the 18<sup>th</sup> day of December 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 the Interconnection Agreement ("the Agreement") between AT&T Kansas and Neutral Tandem-Kansas, LLC that was approved by the Commission on September 15, 2008 in the above captioned proceeding. I have personal knowledge concerning the Interconnection Agreement between AT&T Kansas and Onvoy, LLC that was approved by the Commission on May 5, 2016. I have personal knowledge concerning the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment is to allow Neutral Tandem-Kansas, LLC to assign its Agreement to Onvoy, LLC; allow Onvoy, LLC to continue to use its SPIDs, ACNA, and OCNs; allow Onvoy, LLC to assume the Neutral Tandem-Kansas, LLC SPIDs, ACNAs and OCNs; and reflect the name change under the Agreement from Neutral Tandem-Kansas, LLC to Onvoy, LLC. Upon the Effective Date of this Amendment, the existing Agreement between Onvoy, LLC and AT&T approved by the Commission on May 5, 2016 in Docket No. 16-SWBT-429-IAT will be superseded.

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 18th day of December 2018.



Notary Public

My Commission Expires: 3-29-2020

