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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. 09-SWBT-419-IAT – In the Matter of the Application of
Southwestern Bell Telephone Company for Approval of Interconnection Agreement
Under the Telecommunications Act of 1996 With One Point Technologies, Inc.

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 Blue Valley Technologies, Inc. (f/k/a One Point Technologies, Inc.) ("CLEC") approved by the Commission on December 8, 2008 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; modifies certain provisions related to Robocalling and other Prohibited Traffic; and, changes the name in the interconnection agreement to Blue Valley Technologies, Inc. from One Pont Technologies, Inc. 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:
Candace Wright	
CEO/GM	
1559 Pony Express Highway	
Home, KS 66438	
Phone: 785-799-3311	
Fax: 785-799-3530	
E-mail: cwright@bluevalleyinc.net	

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with the first name "Bruce" and last name "Ney" clearly distinguishable.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Candace Wright

**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. 09-SWBT-419-IAT
Telecommunications Act of 1996 With)	
One Point Technologies, Inc.)	

**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 Blue Valley Technologies, Inc. f/k/a One Point Technologies, Inc. ("CLEC"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On December 8, 2008, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and One Point Technologies, Inc. (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: reflects changes resulting from modification of certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; modifies certain provisions related to Robocalling and other Prohibited

Traffic; and, changes the name in the interconnection agreement to Blue Valley Technologies, Inc. from One Pont Technologies, Inc. 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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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

**BLUE VALLEY TECHNOLOGY, INC.
F/K/A ONE POINT TECHNOLOGIES, INC.**

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS

AND

BLUE VALLEY TECHNOLOGIES, INC.

Signature: eSigned - Candace WrightName: eSigned - Candace Wright
(Print or Type)Title: CFO
(Print or Type)Date: 22 Jul 2021**Blue Valley Technologies, Inc.**

State	CLEC OCN
KANSAS	237F

Description	ACNA Code(s)
ACNA(s)	OPQ

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 26 Jul 2021**Southwestern Bell Telephone Company d/b/a AT&T
KANSAS by AT&T Services, Inc., its authorized agent**

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND
BLUE VALLEY TECHNOLOGIES, INC.**

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T KANSAS ("AT&T KANSAS") and Blue Valley Technologies, Inc. (f/k/a One Point Technologies, Inc.), is hereby amended as follows.

WHEREAS, AT&T KANSAS and One Point Technologies, Inc. ("One Point Technologies") are the parties to that certain "Interconnection Agreement" approved as of December 8, 2008 (the "Agreement"); and

WHEREAS, One Point Technologies has changed its name to "Blue Valley Technologies, Inc.", and wishes to reflect that name change as set forth herein; 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 mutual promises contained herein, AT&T KANSAS and Blue Valley Technologies, Inc. hereby agree 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 Agreement is hereby amended to reflect the name change from "One Point Technologies, Inc." to "Blue Valley Technologies, Inc."
3. AT&T KANSAS shall reflect that name change from "One Point Technologies, Inc." to "Blue Valley Technologies, Inc." only for the main billing account (header card) for each of the accounts previously billed to One Point Technologies. AT&T KANSAS shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T KANSAS'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, Blue Valley Technologies, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by One Point Technologies with AT&T KANSAS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Blue Valley Technologies, Inc. shall operate with AT&T KANSAS under the "Blue Valley Technologies, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Blue Valley Technologies, Inc., and labeling (including re-labeling) equipment and facilities with Blue Valley Technologies, Inc. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier 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. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. 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.

6. 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.

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 counterpart shall together constitute one and the same instrument.
11. For Kansas: 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.

**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)
Telecommunications Act of 1996 With)
One Point Technologies, Inc.)
Docket No. 09-SWBT-419-IAT

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

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, 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 Blue Valley Technologies, Inc. (f/k/a One Point Technologies, Inc.) that was approved by the Commission on December 8, 2008 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; modifies certain provisions related to Robocalling and other Prohibited Traffic; and changes the name in the interconnection agreement to Blue Valley Technologies, Inc. from One Pont Technologies, 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

