

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern)
Bell Telephone Company, d/b/a AT&T Missouri,)
For Approval of an Amendment to)
an Interconnection Agreement)
Under the Telecommunications Act of 1996.)
Case No. _____

**AT&T MISSOURI'S APPLICATION FOR APPROVAL OF
AN AMENDMENT TO AN INTERCONNECTION AGREEMENT**

AT&T Missouri,¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")² and 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement ("Agreement") by and between AT&T Missouri and AT&T Corp. and Teleport Communications America, LLC and requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 1010 Pine Street, Room 19E-R-01, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri³ and its fictitious name is duly registered with the Missouri Secretary of State.⁴ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

² 47 U.S.C. §252(e).

³ See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

⁴ A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on January 8, 2019, in Case No. TO-2019-0195.

service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Bruce A. Ney
AVP Senior Legal Counsel
816 Congress Ave., Suite 1100
Austin, Texas 78701
bruce.ney@att.com

3. AT&T Missouri has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. AT&T Missouri seeks approval of the Amendment submitted herewith, which has been signed by the parties. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the Amendment; or (b) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.⁵

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Amendment. AT&T Missouri further states that implementation of the Amendment is consistent with the public interest,

⁵ See, 47 U.S.C. § 252(e)(2).

convenience, and necessity. 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.

7. By signing this form, I hereby certify that neither I, nor any other members of this filing party, AT&T Missouri, has had communications with a Commissioner, Commissioner Advisor, Regulatory Law Judge, member of the General Counsel or any member of their support team in the sixty (60) days prior to the filing date of this amended application regarding any substantive issue included in this filing. If any communication of this sort has occurred in the previous sixty (60) day period, I further certify this application was held until sixty (60) days have passed from the date of the subject communication, or we have requested a waiver for good cause allowed by Commission Rule 20 CSR 4240-4.017(1)(D).

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and AT&T Corp. and Teleport Communications America, LLC.

Respectfully submitted,

Southwestern Bell Telephone Company
d/b/a AT&T Missouri

A handwritten signature in blue ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with the first name "Bruce" written in a stylized script, followed by "A." and "Ney".

BY _____

BRUCE A. NEY


#73578

Attorney for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
816 Congress Ave, Suite 1100
Austin, Texas 78701
512-457-2311 (Telephone)
bruce.ney@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on October 27, 2021.

BY

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", is written over a horizontal line.

Bruce A. Ney

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office Of The Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
opc@ded.mo.gov

Dan Le
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Bedminster, NJ 07921
danle@att.com

COUNTY OF DALLAS)
)
STATE OF TEXAS) SS

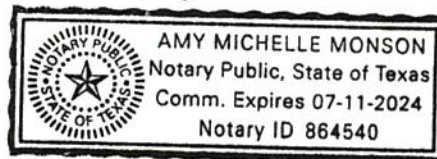
VERIFICATION

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, of sound mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing pleading. I have read the pleading. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.


Richard T. Howell

Sworn and subscribed to before me this 21st day of October 2021.


Notary Public



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.