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January 22, 2003

Dale Hardy Roberts
Secretary of the Commission
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65101

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Dear Mr. Secretary:

Attached for filing with the Commission, please find the original and three (3) copies of Amendments to Interconnection Agreement by Southwestern Bell Telephone and TCG Kansas City.

The attached signed agreement reflects the major changes in this amendment.

Very truly yours,

R. Matthew Kohly
R. Matthew Kohly *TMK*

Attachment



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AMENDMENT NO. ____

TO MISSOURI INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

TCG KANSAS CITY

The Missouri Interconnection Agreement, approved September 13, 2001 ("the Agreement") by and between Southwestern Bell Telephone Company¹ ("SWBT") and TCG Kansas City ("TCG-KC") is hereby amended as follows:

- (1) Appendix DA-Resale to Attachment 1: Resale, Sections 1.5, 1.6 and 1.7 are hereby added as follows, and Appendix DA-Resale is attached hereto in its entirety:

- 1.5 National Directory Assistance (NDA) is a service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TCG-KC End Users.

- 1.6 Reverse Directory Assistance (RDA) is an informational service which consists of providing listed local and national name and address information associated with a telephone number that TCG-KC's End Users provide to the DA Operator.

- 1.7 Business Category Search (BCS) is a service which provides TCG-KC's End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

- (2) Attachment 22: DA-Facilities Based, Section 1.5 is hereby replaced, and Sections 1.6, 1.7, 1.8, 7.1.3, 7.1.4, and 7.1.5, are hereby added as follows, and Attachment 22 is attached hereto in its entirety:

1.5 National Directory Assistance (NDA) is a service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TCG-KC End Users.

1.6 Reverse Directory Assistance (RDA) is an informational service which consists of providing listed local and national name and address information associated with a telephone number that TCG-KC's End Users provide to the DA Operator.

1.7 Business Category Search (BCS) is a service which provides TCG-KC's End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

1.8 When TCG-KC uses Directory Assistance Services described above, SWBT will charge the prices as referenced in Section 7.0 PRICING of Attachment DA.

7.1.3 The charge for NDA: \$0.65 (charge per NDA call)

7.1.4 The charge for RDA: \$0.65 (charge per RDA call)

7.1.5 The charge for BCS: \$0.65 (charge per BCS call)

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

- (4) The underlying Agreement is the result of TCG-KC's decision to opt into portions of the M2A pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001) and the result of other amendments to said Agreement. This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and TCG-KC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to TCG-KC only as a result of TCG-KC's

right to opt into the M2A or parts thereof pursuant to Order in Case No.TO-99-227; and (ii) therefore, no aspects of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43"). The Parties further acknowledge and agree that the Agreed Changes shall be considered portable under Paragraph 43 only if they otherwise qualify for portability under that Paragraph.

- (5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 3 day of January, ²⁰⁰³~~2002~~, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and TCG-KC, signing by and through its duly authorized representative.

TCG Kansas City

***Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: Kathleen Whiteaker

By: Mike Auinbauh

Title: District Manager

Title: President - Industry Markets

Name: Kathleen Whiteaker
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Date: 12-17-02

Date: JAN - 3 2003

* By entering into this Amendment, SWBT does not waive any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, SWBT fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SWBT reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act. SWBT also reserves the right to adopt on a date specified by SWBT, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

APPENDIX DA-RESALE**SWBT-PROVIDED DIRECTORY ASSISTANCE SERVICE**

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request therefor.

1.0 Service

- 1.1 DA Service consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local and intrastate intraLATA calls. In the event and to the extent that SWBT provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 SWBT agrees to provide DACC only in areas where SWBT can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.4 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.
- 1.5 National Directory Assistance (NDA) is a service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TCG-KC End Users.
- 1.6 Reverse Directory Assistance (RDA) is an informational service which consists of providing listed local and national name and address information associated with a telephone number that TCG-KC's End Users provide to the DA Operator.

- 1.7 Business Category Search (BCS) is a service which provides TCG-KC's End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.0 Definitions - The following terms are defined as set forth below:

- 2.1 **Non-List Number** - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.
- 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

3.0 Call Branding/Rate Reference

- 3.1 Call Branding
- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.
- 3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.13 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months

after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

- 3.14 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 5.0 Pricing of Appendix DA-Resale.

3.2 Rate Reference

- 3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
 - 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
 - 3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
 - 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
 - 3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 5.0 Pricing of Appendix DA-Resale.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services, including equipment necessary for routing calls and signals to the SWBT serving office.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or NPA+555-1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

5.0 Pricing

- 5.1 Rates to be charged to CLEC by SWBT for the DA Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing to Attachment 1: Resale of this Agreement. In states where SWBT affords customers making calls to DA a monthly free call allowance, SWBT will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.
- 5.2 Pricing for branding of CLEC DA calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand	\$3,000.00
Rate per branded call:	\$0.0250

- 5.2.1 In the event that the Phraseology for branding DA calls is the same phraseology for branding OS calls, only one \$3,000.00 charge will apply per initial loading or subsequent change.

- 5.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SWBT to callers requesting CLEC rates using the rate tables already loaded by SWBT based on information provided by CLEC. The parties agree that CLEC will reimburse SWBT \$2,200.00 for the initial loading costs per operator switch and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

6.0 Liability

- 6.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

ATTACHMENT 22: DA-FACILITIES BASED
SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

1.0 Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.3.1 Subsequent to the DA query and release of the DA call to SWBT's Interactive Voice System, SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
- 1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to CLEC under this Attachment.
- 1.5 National Directory Assistance (NDA) is a service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TCG-KC End Users.

- 1.6 Reverse Directory Assistance (RDA) is an informational service which consists of providing listed local and national name and address information associated with a telephone number that TCG-KC's End Users provide to the DA Operator.
- 1.7 Business Category Search (BCS) is a service which provides TCG-KC's End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 1.8 When TCG-KC uses Directory Assistance Services described above, SWBT will charge the prices as referenced in Section 7.0 PRICING of Attachment DA.
- 2.0 **Definitions** - The following terms are defined as set forth below:
 - 2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
 - 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
 - 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.
 - 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
 - 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.
- 3.0 **Call Branding and Rate Reference**
 - 3.1 Call Branding
 - 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.

- 3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.1.3 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 3.1.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 22 DA-Fac.
- 3.2 Rate Reference
- 3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
- 3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

- 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 7.0 Pricing of Attachment DA-Fac.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.
- 4.6 SWBT will forward with Directory Assistance calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 5.2 The parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

6.0 Responsibilities of CLEC

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

7.0 Pricing

- 7.1 The charges for Directory Assistance are as follows:

- 7.1.1 A charge per DA call: \$0.3700

- 7.1.2 Directory Assistance Call Completion (DACC)

- Rate per completed call: \$0.1500

- 7.1.3 The charge for NDA: \$0.65 (charge per NDA call)

7.1.4 The charge for RDA: \$0.65 (charge per RDA call)

7.1.5 The charge for BCS: \$0.65 (charge per BCS call)

7.2 Intentionally left blank

7.3 Pricing for branding of CLEC DA calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

7.3.1 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one charge will apply per initial loading or subsequent change.

7.4 A charge for loading CLEC specific DA rates will apply for initial loads and subsequent changes as follows:

7.4.1 Rate for initial rate load per switch \$2,200.00

7.4.2 Rate per subsequent rate change: \$1,000.00

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.