

Eric Fryson

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Sent: Friday, May 03, 2013 3:19 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S
Subject: Amendment-CTL and Bright House
Attachments: Amendment-CenturyLink and Birght House 5-3-13.pdf

Filed on Behalf of: Susan S. Masterton
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Docket No. _____ N/A _____

Title of filing: Request for Approval of Amendment to the Interconnection, Unbundling and Resale agreement with Embarq Florida, Inc. d/b/a CenturyLink and Bright House Networks Information Services (Florida), LLC

Filed on behalf of: CenturyLink

No of pages: _____ 6 _____

Description: Request for Approval of Amendment to the Interconnection, Unbundling and Resale agreement with Embarq Florida, Inc. d/b/a CenturyLink and Bright House Networks Information Services (Florida), LLC

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DOCUMENT NUMBER-DATE

02478 MAY-3 2013

FPSC-COMMISSION CLERK



May 3, 2013

VIA E-FILING

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Request for Approval of Amendment to the Interconnection, Unbundling and Resale agreement with Embarq Florida, Inc. d/b/a CenturyLink and Bright House Networks Information Services (Florida), LLC

Dear Ms. Cole:

Please find enclosed for approval and filing an Amendment to the Interconnection, Unbundling, and Resale Agreement between Embarq Florida, Inc. d/b/a CenturyLink and Bright House Networks Information Services (Florida), LLC. The Agreement was originally filed on June 29, 2006, in Docket No. 060486.

If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

/s/ Susan S. Masterton
Susan S. Masterton

cc: Bright House Networks Information Services (Florida), LLC

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FPSC-COMMISSION CLERK

**ICC VoIP Amendment
to the
Interconnection Agreement
between
Embarq Florida, Inc. d/b/a CenturyLink f/k/a Sprint Florida, Inc.
and
Bright House Networks Information Services (Florida), LLC**

This Amendment ("Amendment") is to the Interconnection Agreement between **Embarq Florida, Inc. d/b/a CenturyLink f/k/a Sprint Florida, Inc.** ("CenturyLink"), and **Bright House Networks Information Services (Florida), LLC** ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of **Florida**, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective December 29, 2011.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Bright House Networks
Information Services (Florida), LLC**

DocuSigned by:
Craig Cowden
Signature

Craig Cowden
Name Printed/Typed

Senior Vice President for Network Engineering,
Operations and Enterprise Sales
Title

4/23/2013
Date

**Embarq Florida, Inc. d/b/a CenturyLink f/k/a
Sprint Florida, Inc.**

05E9FC68BD57454...
L T Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

4/23/2013
Date

Attachment 1

ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

Section 1 – DEFINED TERMS

“VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in the Order, and terminates to a Party’s end user customer.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be “Local Traffic” as such term is used in the Agreement.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

Section 50 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT

50.1.2 Except for Toll VoIP-PSTN Traffic, non-equal access IntraLATA toll traffic (i.e. IntraLATA access traffic which is not routed to an IXC) and jointly provided switched access (as defined by MECAB and MECOD) the Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event CLEC routes any traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic which is not VoIP-PSTN Traffic.

Section 51 – INTERCARRIER COMPENSATION

51.6 VoIP-PSTN Traffic

51.6.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end

points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

51.6.2 Toll VoIP-PSTN Traffic

(a) CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's interstate access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 55.1.4 above. Toll VoIP-PSTN Traffic will be identified as Local Traffic or non-Local Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

(b) Toll VoIP-PSTN which is intrastate non-Local Traffic will be exchanged at each Party's access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Table One to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rate. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

(c) The Contract-PVU factor shall be the percentage of total terminating intrastate non-Local Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

(d) The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff

rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

(e) Any factors established by the Parties for the previous sections of 51.9 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

51.6.3 CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an automated basis.

51.9 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used by the CLEC then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

Table One

MRC	NRC			
		Toll VoIP-PSTN Traffic	MRC	NRC
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate Access Tariff	
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	100%	