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**BEFORE THE**  
**FLORIDA PUBLIC SERVICE COMMISSION**  
**Docket No. 070736-TP**  
**Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the**  
**Communications Act of 1934, as amended, to Establish an Interconnection**  
**Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida**  
**DIRECT TESTIMONY OF CAREY F. SPENCE-LENSS**

**April 21, 2008**

**Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.**

**A:** My name is Carey F. Spence-Lens. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am Vice President of Regulatory and Government Affairs for Intrado Inc. and its affiliate, Intrado Communications Inc. ("Intrado Comm").

**Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.**

**A:** I am responsible for regulatory, legislative and policy initiatives for Intrado Comm. In that capacity, I lead a team of professionals who serve as government affairs liaisons throughout the United States. We investigate, track and, in turn, educate and advocate all corporate regulatory, policy and legislative matters. In addition to the federal and state regulatory and legislative work, I plan, coordinate and participate in state and national 911 and telecommunications forums to advance Intrado Comm key initiatives. I

1 routinely provide support and information to 911 stakeholders, namely Public  
2 Safety Answering Points (“PSAPs”), related to state legislative/statutory,  
3 administrative rules and tariffs, and cost recovery. I provide direct support  
4 and assess the impact of matters specific to wireline, wireless, or Voice over  
5 Internet Protocol (“VoIP”) deployments. In addition, I serve on the core team  
6 for Intrado Comm’s Intelligent Emergency Network®, which is responsible  
7 for laying the foundation for the technical and operational implementation of  
8 the Intrado Comm Intelligent Emergency Network®, including establishing  
9 interconnection relationships with other carriers such as BellSouth  
10 Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”).

11 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**  
12 **PROFESSIONAL EXPERIENCE.**

13 **A:** I am a graduate of the University of Texas at Austin, Texas where I earned a  
14 Bachelor of Science degree in Speech, Organizational Communications. I  
15 also have completed certification coursework at Texas A&M Engineering  
16 Extension in Basic Telephony DC/AC & Data Communications, and at the  
17 University of Texas at Austin Continuing Engineering Studies  
18 Telecommunications Series. I am certified as a National Emergency  
19 Numbering Association (“NENA”) Emergency Number Professional  
20 (“ENP”). I have over 20 years of emergency communications experience.  
21 From 1989 to 2003, I held various management positions at the Texas  
22 Commission on State Emergency Telecommunications, including Deputy  
23 Director from 1998 to 2003. Preceding my work at the Texas Commission, I

1 was employed by the City of Dallas, Information Services Department as an  
2 Emergency Communications Coordinator. My professional affiliations  
3 include former chair positions of several committees of NENA, and I was a  
4 founding member of the NENA Emergency Number Professional program. I  
5 also served as an officer on the Texas Emergency Number Association. I was  
6 a member of National Association of State 911 Administrators (“NASNA”)  
7 and remain active in this association, Association of Public Safety  
8 Communications (“APCO”), NENA national conference, and the National  
9 Conference of State Legislators.

10 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**  
11 **PUBLIC SERVICE COMMISSION?**

12 **A:** No.

13 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14 **A:** The purpose of my testimony is to explain the history of Intrado Comm, its  
15 role in the public safety industry, and provide an overview of its current  
16 service offerings and customer relationships. My testimony also addresses:  
17 (i) Issue 1(a), (b), (c), and (d) regarding Intrado Comm’s interconnection  
18 rights and the rates to be included in the interconnection agreement; (ii) Issue  
19 2 regarding why Intrado Comm seeks to utilize a single AT&T template  
20 interconnection agreement in order to achieve consistent interconnection  
21 terms across AT&T’s 22-state operating territory, including Florida; (iii) Issue  
22 25 regarding billing and payment issues.

1 **Q: PLEASE PROVIDE THE HISTORY OF INTRADO COMM AND ITS**  
2 **ROLE IN THE COMPETITIVE 911 MARKETPLACE.**

3 **A:** Intrado Comm was established in 1999 as a wholly-owned subsidiary of  
4 Intrado Inc., which was founded in 1979. Intrado Comm provides regulated  
5 telecommunications services (*i.e.*, 911 selective routing, switching,  
6 aggregation, and transport). Intrado Comm's telecommunications services are  
7 combined with Intrado Inc.'s Automatic Location Identification ("ALI")  
8 services to form the basis for Intrado Comm's Intelligent Emergency  
9 Network®. The Intelligent Emergency Network® enables the public safety  
10 community to transcend the limitations of the nation's legacy 911  
11 infrastructure, making new applications and services available to PSAPs and  
12 other public safety entities that will increase their efficiency and effectiveness  
13 in responding to emergency calls. The companies combined are the nation's  
14 leading providers of sophisticated solutions that identify, manage, and deliver  
15 mission critical information for telecommunications providers and public  
16 safety organizations. Today, Intrado Comm's local exchange services and  
17 telecommunications services facilitate, enhance, and advance the provision of  
18 emergency services throughout the United States to VoIP service providers,  
19 and other wireline, wireless, and telematics (*e.g.*, On Star) service providers.  
20 Intrado Comm shares Intrado Inc.'s legacy in expertise, financial stability, and  
21 vast experience in delivering mission-critical performance in emergency  
22 communications networks and related data. For a quarter-century, Intrado  
23 Inc. has been the nation's premier provider of integrated data and emergency

1           communications solutions and has played a key role in defining, building, and  
2           maintaining core emergency communications infrastructure and 911  
3           technologies throughout the United States.

4   **Q:   PLEASE PROVIDE AN OVERVIEW OF THE CURRENT SERVICE**  
5   **OFFERINGS OF INTRADO COMM AND INTRADO INC.**

6   **A:**   Since the 1990s, Intrado Inc. has provided the core of the nation's 911 ALI  
7           and selective routing infrastructure. Intrado Comm supports Intrado Inc. in its  
8           role as processor of customer 911 records, and as purveyor of data and  
9           communications services to PSAPs and incumbent 911 service providers  
10          throughout approximately one-half of the United States. In the remaining  
11          portions of the country, Intrado Inc. provides and maintains 911 ALI and  
12          Selective Routing Database ("SRDB") systems for incumbent 911 service  
13          providers like AT&T. Every year, Intrado Comm and Intrado Inc. support  
14          over 200 million 911 calls to over 6,000 PSAPs and manage over 350 million  
15          subscriber records for 11 incumbent local exchange carriers ("ILECs") and 41  
16          competitive local exchange carriers ("CLECs") with 234 million subscribers,  
17          and for over 60 wireless carriers with 120 million subscribers.

18   **Q:   IS INTRADO COMM AUTHORIZED TO PROVIDE LOCAL**  
19   **EXCHANGE SERVICE IN OTHER STATES AND HAS IT ENTERED**  
20   **INTO INTERCONNECTION AGREEMENTS WITH OTHER ILECS?**

21   **A:**   Intrado Comm has authority to operate as a competitive local exchange carrier  
22          or CLEC in Florida. In addition, Intrado Comm and its affiliates hold  
23          authority to provide competitive local telecommunications services in thirty

1 eight other states. Intrado Comm has entered into two other Section 251  
2 interconnection agreements with AT&T affiliates in Illinois and California, as  
3 well agreements with Qwest.

4 **Q. HOW HAVE OTHER STATES TREATED INTRADO COMM'S**  
5 **LOCAL EXCHANGE SERVICES?**

6 **A.** The benefits of Intrado Comm's local exchange services, including its  
7 competitive 911 offering, have already been recognized by other states. For  
8 example, the West Virginia Public Service Commission supported  
9 competitive entry by other providers of 911 services because that would  
10 provide competitive choices to PSAPs. This decision is attached as Exhibit  
11 No. \_\_\_ (Spence-Lenss, Direct Exhibit CSL-1). The Public Utilities  
12 Commission of Ohio, in approving Intrado Comm's certification, established  
13 a new Competitive Emergency Services Telecommunications Carrier  
14 ("CESTC") classification in recognition of the competitive entry in the 911  
15 services market. This decision is attached as Exhibit No. \_\_\_\_\_ (Spence-  
16 Lenss, Direct Exhibit CSL-2). The Public Utilities Commission of Ohio  
17 recently upheld its decision in the face of opposition by ILECs, including  
18 AT&T's affiliate operating in Ohio. This decision is attached as Exhibit No.  
19 \_\_\_\_\_ (Spence-Lenss, Direct Exhibit CSL-3).

20 **Q: DOES INTRADO COMM COMPETE WITH AT&T?**

21 **A:** Yes. Intrado Comm is a direct competitor of AT&T in Florida. Intrado  
22 Comm seeks to expand its competitive service offerings to include an  
23 alternative to AT&T's 911 service sold directly to PSAPs in Florida. The

1 demand for competitive next generation E911 services is growing. Despite  
2 the significant numbers of competitive providers in the local exchange market,  
3 competitive options and choices for the public safety industry do not exist  
4 today. Intrado Comm seeks to change that with its innovative, next generation  
5 Intelligent Emergency Network®. Intrado Comm's Florida 911 service tariff  
6 is attached as Exhibit No. \_\_\_\_ (Spence-Lenss, Direct Exhibit CSL-4). Florida,  
7 in particular, is experiencing the advent of true 911 competition as counties  
8 receive access to new funding for systems and services. Counties are  
9 planning to deploy next generation technologies to assist them with the  
10 growing demands in accepting and processing emergency calls from  
11 innovative technologies, text services, and video and photographs. In addition  
12 to better managing wireless and VoIP and other new technologies, Florida  
13 PSAPs have identified the need to transfer calls among 911 centers to  
14 facilitate accurate emergency response, especially where one PSAP is  
15 overloaded with intake calls during an emergency. Letters from Charlotte,  
16 Martin, and Alachua and Sarasota counties filed with the Commission  
17 explaining the need to migrate beyond the legacy 911 system are attached as  
18 Exhibit No. \_\_\_\_ (Spence-Lenss, Direct Exhibit CSL-5). Intrado Comm is at  
19 the forefront of next-generation offerings to counties in Florida. To ensure  
20 that PSAPs are able to take advantage of Intrado Comm's 911 competitive  
21 alternative service, Intrado Comm has asked the Commission to clarify that a  
22 county choosing a competitive provider is no longer subject to unwarranted  
23 tariff charges from its former incumbent 911 services provider or subject to

1 new charges that are unjustified. Intrado Comm's request is attached as  
2 Exhibit No. \_\_\_ (Spence-Lenss, Direct Exhibit CSL-6).

3 **Q: PLEASE EXPLAIN THE BENEFITS OF THE SERVICES PROVIDED**  
4 **BY INTRADO COMM AND INTRADO INC. TO THE PUBLIC AND**  
5 **THE EMERGENCY SERVICES INDUSTRY.**

6 **A:** Each time a wired telephone line in the United States is installed, moved, or  
7 removed, that information must be updated in the 911 system, typically within  
8 24 hours. In some way, Intrado Comm and Intrado Inc. touch 95% of all  
9 wireline changes daily to ensure the accuracy of 911 caller information.  
10 Similarly, each time 911 is dialed from a wireless phone across the United  
11 States, the location of that call must be determined in real time and  
12 communicated to the appropriate PSAP. Intrado Comm and Intrado Inc.  
13 touch 58% of these wireless calls daily to ensure accuracy for 911. Likewise,  
14 each time a VoIP service customer dials 911 in the United States, the location  
15 of the caller must be determined, the correct PSAP identified, and the call  
16 routed in real time to the PSAP. Intrado Comm and Intrado Inc. touch almost  
17 all of these VoIP calls daily to ensure 911 accuracy. The expansion of Intrado  
18 Comm's competitive offerings to include a comprehensive 911 telephone  
19 exchange service provided directly to PSAPs will continue this trend.

20 **Q: DOES INTRADO COMM WORK WITH NENA AND OTHER**  
21 **INDUSTRY STANDARDS BODIES?**

22 **A:** Yes. Intrado Comm actively participates at the forefront of industry standards  
23 bodies to ensure that it stays at the cutting edge of 911 solutions in the



1 marketplace. Intrado Comm’s Intelligent Emergency Network® has been  
2 designed to capture and comply with NENA guidelines for next generation  
3 Internet Protocol (“IP)-based solutions. Beginning in 2000, NENA’s  
4 Technical Committee began identifying objectives for the migration to IP-  
5 based networks, and in 2006 NENA announced its next generation “Transition  
6 Planning Effort,” which is attached as Exhibit No. \_\_\_\_ (Spence-Lenss, Direct  
7 Exhibit CSL-7). Intrado Comm is also an active participant in the Alliance for  
8 Telecommunications Industry Solutions (“ATIS”). The Emergency Services  
9 Interconnection Forum (“ESIF”) of ATIS released in 2006 its suite of IP-  
10 based Emergency Services Network Interface (“ESNI”) standards that will  
11 enable the expansion of E911 services and functionality with next generation  
12 911 networks, which are attached as Exhibit No. \_\_\_\_ (Spence-Lenss, Direct  
13 Exhibit CSL-8).

14 **Q: WHY IS COMPETITION FOR 911 SERVICES IN FLORIDA**  
15 **IMPORTANT?**

16 **A:** Florida PSAPs play an active role in the development of 911 policy at both the  
17 state and national levels. Florida PSAPs understand the effect of emerging  
18 technologies on today’s obsolete 911 architectures. Competition in the 911  
19 telephone exchange service marketplace ensures new and innovative next  
20 generation 911 platforms will be more readily available to Florida PSAPs.

21 **Q: PLEASE EXPLAIN WHY NEXT GENERATION 911 SYSTEMS ARE**  
22 **IMPORTANT TO FLORIDA CONSUMERS AND PUBLIC SAFETY**  
23 **AGENCIES.**

1    **A:**    The introduction of E911 in 1972 represented a significant improvement in  
2            911 service. Today, consumer expectations, newer and less voice-centric  
3            technologies, and major world events are necessitating further significant  
4            changes in 911 service capabilities. The importance of public safety requires  
5            looking beyond the existing legacy structure towards a more robust and secure  
6            next generation 911 network that can manage both voice and data delivered  
7            from multiple types of service providers. Next generation 911 systems  
8            expand the degree to which new, contextually appropriate information can be  
9            automatically provided to emergency service personnel. The result is  
10           advanced collaboration and interoperability services available to PSAPs and  
11           other government agencies. Florida consumers expect their 911 calls to go to  
12           the right PSAP in the event of an emergency, and that the call-taker will know  
13           who they are, where they are, and their telephone number in case the call is  
14           interrupted and they need to be re-contacted. They also expect to receive help  
15           from emergency first responders, even in cases where the caller cannot convey  
16           his or her location or the nature of the problem due to the emergency  
17           circumstances or disability. The legacy systems are unable today and will  
18           continue to progressively decline in their ability to keep pace with the warp-  
19           speed changes in communications technology and consumers' expectations  
20           for timely and accurate public safety service responses. Intrado Comm is able  
21           to respond to its public safety customers to address these limitations. The  
22           incumbent monopoly 911 providers also recognize the limitations of their  
23           existing emergency networks in accommodating more mobile and less voice-

1 centric communication technologies. Many ILEC providers have implied they  
2 are planning to develop and deploy their own next generation network  
3 technologies. Recognizing that the migration path for an incumbent's next  
4 generation 911 network will not result in the immediate replacement of the  
5 legacy infrastructure for all PSAPs simultaneously, it is extremely likely that  
6 their migration plans will be inclusive of the same types of interconnection  
7 and interoperability being sought by Intrado Comm in this proceeding.

8 **Q: DOES INTRADO COMM HAVE COMMERCIAL AGREEMENTS**  
9 **WITH AT&T THAT GOVERN THE SERVICES INTRADO COMM**  
10 **SEEKS FROM AT&T PURSUANT TO SECTION 251(C)?**

11 **A:** No. Intrado Comm is not a party to any commercial agreement with the  
12 AT&T ILECs. Any commercial agreement with AT&T is between various  
13 AT&T entities and Intrado Inc., the parent of Intrado Comm. Intrado Comm  
14 is not a party to the agreements AT&T has with Intrado Inc. and Intrado  
15 Comm and has no contractual relationship with AT&T in connection with  
16 such agreements. In addition, the agreements between Intrado Inc. and the  
17 AT&T ILEC entities do not include the services Intrado Comm seeks from  
18 AT&T pursuant to Section 251(c). The agreements between Intrado Inc. and  
19 AT&T are commercial arrangements under which AT&T provides telephone  
20 exchange service and other telecommunications services to Intrado Inc. just as  
21 AT&T would provide to any other retail customer. AT&T also purchases  
22 sophisticated database services from Intrado Inc.

1 *Issue 1(a): What services does Intrado Comm currently provide or intend to*  
2 *provide in Florida?*

3 **Q: WHAT SERVICES DOES INTRADO COMM CURRENTLY PROVIDE**  
4 **OR INTENT TO PROVIDE IN FLORIDA?**

5 **A.** At this time, Intrado Comm intends to provide a telephone exchange service  
6 to PSAPs and other public safety agencies in Florida. This competitive 911  
7 service offering is similar to the “telephone exchange communication service”  
8 or “Business Exchange Service” (as classified by AT&T) currently offered by  
9 AT&T to PSAPs in Florida via AT&T’s retail tariff, which is attached as  
10 Exhibit No. \_\_\_ (Spence-Lenss, Direct Exhibit CSL-9). In the future, Intrado  
11 Comm will likely provide other types of local exchange services in Florida.

12 *Issue 1(b): Of the services identified in (a), for which, if any, is AT&T required*  
13 *to offer interconnection under Section 251(c) of the Telecommunications Act of*  
14 *1996?*

15 **Q: ARE THE SERVICES TO BE OFFERED BY INTRADO COMM**  
16 **LOCAL EXCHANGE SERVICES ENTITLED TO SECTION 251**  
17 **INTERCONNECTION ARRANGEMENTS?**

18 **A:** 911 and E911 services are local exchange services whereby subscribers of real  
19 time, two-way voice communication services can reach the nearest and/or  
20 appropriate emergency response agency. Intrado Comm’s  
21 telecommunications services will accept, route, transmit, transport, and/or  
22 aggregate 911 calls from its end user customers, and route those calls to the  
23 appropriate PSAP without change in the form or content of the information as

1 sent or received. These services form the basis for Intrado Comm’s Intelligent  
2 Emergency Network®, which will enable the public safety community to  
3 transcend the limitations of the nation’s legacy 911 infrastructure, making  
4 new applications and services available to PSAPs and other public safety  
5 entities that will increase their effectiveness and efficiency in responding to  
6 emergency calls. Intrado Comm’s services have the same qualities as other  
7 telephone exchange services recognized by the FCC. Telephone exchange  
8 services are not limited to traditional voice telephony, but also include non-  
9 traditional means of communicating information within a geographic area. In  
10 an era of converging technologies and IP-based product offerings, limiting the  
11 definition of telephone exchange service traditional, voice-based  
12 communications would undermine a central goal of the federal  
13 Communications Act of 1934, as amended (“Act”).

14 **Q. PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE**  
15 **TELECOMMUNICATIONS SERVICES RATHER THAN**  
16 **INFORMATION SERVICES?**

17 **A.** While E911 services may contain an information service component (such as  
18 the Automatic Location Information (“ALI”) function) when provided as a  
19 stand-alone function to end users, there is a distinction between a separately-  
20 stated, separately-priced storage and retrieval functions being offered on a  
21 stand-alone basis to an end user, and ALI database functions used for the  
22 management, control, or operation of telecommunication systems or  
23 telecommunications services by a carrier like Intrado Comm to provide an

1 integrated, comprehensive 911 service. It is my understanding that the FCC  
2 has stated that 911 and E911 databases (*i.e.*, ALI databases) are  
3 telecommunications services.

4 **Q: HOW DO AT&T'S TARIFFS DESCRIBE ITS 911 SERVICES**  
5 **OFFERED TO ITS PSAP CUSTOMERS?**

6 **A:** AT&T's Florida 911 tariff states that basic 911 is provisioned using  
7 "exchange lines" (Spence-Lenss, Direct Exhibit CSL-9), and that E911  
8 service "is a telephone exchange communication service" and is classified as a  
9 "Business Exchange Service." E911 is a more sophisticated emergency  
10 calling service in that it has features that allow a call to be routed to an  
11 appropriate PSAP in instances where a local exchange is served by more than  
12 one PSAP as well as providing a call back number and location information  
13 for the caller. These enhancements are "bundled" as a service offering and  
14 priced on a per thousand local access lines served. Carriers are required to file  
15 tariffs for regulated telecommunications services in Florida, and AT&T has  
16 appropriately tariffed the 911 services it offers to PSAPs.

17 **Q: PLEASE EXPLAIN WHY INTRADO COMM IS ENTITLED TO**  
18 **SECTION 251(C) INTERCONNECTION.**

19 **A:** In addition to other local exchange services, Intrado Comm intends to provide  
20 a competitive alternative to the ILEC local 911 services provided to PSAPs.  
21 The most suitable vehicle for interconnection is the framework established by  
22 Sections 251 and 252 of the Act, which was designed to promote competition  
23 in the local exchange market by facilitating the interconnection and

1 interoperability of competing local networks. In addition to the Public  
2 Utilities Commission of Ohio decision previously referenced, two other state  
3 commissions (in response to similar objections by AT&T) determined that  
4 Intrado Comm was entitled to interconnection under Section 251(c) and  
5 arbitration under Section 252 because it is acting as a telecommunications  
6 carrier and providing telephone exchange service, exchange access, and  
7 telecommunications services. These decisions are attached as Exhibit No. \_\_\_\_  
8 (Spence-Lenss, Direct Exhibit CSL-10) and Exhibit No. \_\_\_\_ (Spence-Lenss,  
9 Direct Exhibit CSL-11). It is my understanding that the FCC has also  
10 recognized that local exchange carriers are required to provide interconnection  
11 to 911 facilities and access to 911 databases to all telecommunications carriers  
12 pursuant to Section 251(c) of the Act.

13 *Issue 1(c): Of the services identified in (a), for which, if any, should rates*  
14 *appear in the interconnection agreement?*

15 *Issue 1(d): For those services identified in 1(c), what are the appropriate rates?*

16 **Q: WHAT RATES FOR AT&T SERVICES SHOULD APPEAR IN THE**  
17 **AGREEMENT AND WHAT ARE THE APPROPRIATE RATES?**

18 **A:** As a telecommunications carrier offering telephone exchange services, Intrado  
19 Comm is entitled to interconnection facilities and unbundled network  
20 elements (“UNEs”) at cost-based rates established pursuant to the process set  
21 forth in Sections 251 and 252 of the Act. Intrado Comm’s interconnection  
22 agreement with AT&T should include a pricing appendix that sets forth the  
23 prices to be charged by AT&T for services, functions and facilities to be

1 purchased in connection with the Parties' interconnection arrangements in  
2 Florida.

3 **Q: WHAT RATES FOR INTRADO COMM SERVICES SHOULD**  
4 **APPEAR IN THE ICA AND WHAT ARE THE APPROPRIATE**  
5 **RATES?**

6 **A:** Intrado Comm has proposed rates to govern AT&T's interconnection to  
7 Intrado Comm's Intelligent Emergency Network®, such as port termination  
8 charges. The charges proposed by Intrado Comm are similar to the entrance  
9 facility and port charges imposed by AT&T on competitors for  
10 interconnection to AT&T's network.

11 **Issue 2: Is AT&T's 9-state template interconnection agreement the**  
12 **appropriate starting point for negotiations? If not, what is?**

13 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

14 **A:** AT&T's 9-state template interconnection agreement is not the appropriate  
15 starting point for negotiations. Rather, Intrado Comm seeks to utilize  
16 AT&T's 13-state template interconnection agreement as the starting point for  
17 negotiations.

18 **Q: WHY IS THE 13-STATE TEMPLATE A BETTER ALTERNATIVE?**

19 **A:** Like many providers, Intrado Comm is seeking consistent and uniform  
20 operating procedures and processes throughout ILEC regions. Intrado Comm  
21 has designed a national network, not a cobbled together network that varies by  
22 state or region. Thus, Intrado Comm's interconnection needs are consistent  
23 across the nation. An interconnection agreement based on one uniform



1           template minimizes potential disputes and disagreements between the Parties  
2           because there is only one set of terms and conditions governing the Parties'  
3           relationship throughout the nation. In addition, using a single comprehensive  
4           agreement reduces the expense and time of negotiating multiple agreements to  
5           govern the same types of services. The Parties have already negotiated and  
6           reached agreement on many of the outstanding issues before this Commission  
7           with respect to the AT&T 13-state template, and AT&T has provided no valid  
8           reason for not continuing to use that set of documents in Florida.

9       **Q:    IS INTRADO COMM AGREEABLE TO MAKING MODIFICATIONS**  
10       **TO THE 13-STATE TEMPLATE TO REFLECT FLORIDA-SPECIFIC**  
11       **ISSUES?**

12       **A:**   Intrado Comm understands that billing systems, UNEs, pricing, and  
13       performance standards may differ by state. In addition, Intrado Comm is  
14       aware that AT&T has gone through the process of identifying what changes  
15       are necessary to be made to the 13-state template for use in Florida for another  
16       carrier. Despite repeated requests, AT&T has provided no reason, technical  
17       infeasibility or otherwise, for not using the 13-state template in Florida.

18       Intrado Comm has no obligation to negotiate an interconnection agreement  
19       based on the templates produced by AT&T. Nonetheless, Intrado Comm has  
20       agreed to negotiate an agreement starting with an AT&T template in hopes of  
21       reaching a mutually beneficial agreement more rapidly.

22       ***Issue 25(a): Should disputed charges be subject to late payment penalties?***

1    **Q:    PLEASE EXPLAIN WHY CHARGES DISPUTED BY INTRADO**  
2           **COMM SHOULD NOT BE SUBJECTED TO LATE CHARGES BY**  
3           **AT&T.**

4    **A:**    Disputing charges in good faith should protect Intrado Comm from further  
5           unwarranted charges by AT&T. The Parties have agreed that any disputed  
6           amounts will be placed in escrow pending resolution of the dispute. Under  
7           AT&T’s proposed language, however, disputed amounts in escrow continue  
8           to be subject to late payment charges. Late payment charges should apply  
9           only when a Party has failed to either remit payment or failed to lodge a good  
10          faith dispute.

11    *Issue 25(b):   Should the failure to pay charges, either disputed or undisputed, be*  
12    *grounds for the disconnection of services?*

13    **Q:    PLEASE EXPLAIN WHY DISCONNECTION IS NOT APPROPRIATE**  
14           **FOR FAILURE TO PAY CHARGES?**

15    **A:**    Intrado Comm does not dispute that services may be disconnected for a long-  
16           term failure to remit payment for services provided. Failure to pay charges  
17           that have been properly disputed and placed into escrow, however, should not  
18           be grounds for disconnection. AT&T’s language does not distinguish  
19           between these scenarios and simply states that the failure to pay charges shall  
20           be grounds for disconnection.

21    **Q:    HAVE THE PARTIES REACHED AGREEMENT ON THIS**  
22           **LANGUAGE IN OTHER STATES?**

1    **A:**    Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state  
2            agreement), but AT&T is unwilling to use the 13-state agreement as the basis  
3            for the Parties' Florida agreement. Intrado Comm has been unable to identify,  
4            and AT&T has not offered, any technical or other limitation to justify  
5            AT&T's refusal to agree to the same treatment for such arrangements in  
6            Florida.

7    ***Issue 25(c):   Following notification of unpaid amounts, how long should Intrado***  
8    ***Comm have to remit payment?***

9    **Q:    WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

10   **A:**    If a Party receives written notice that certain charges remain unpaid, the non-  
11            paying Party should have fifteen (15) business days to remit payment before  
12            disruption or disconnection of services. AT&T's proposal for ten (10)  
13            business days does not provide adequate time to investigate the reasons for  
14            non-payment and take the necessary steps to issue payment.

15   **Q:    HAVE THE PARTIES REACHED AGREEMENT ON THIS**  
16    **LANGUAGE IN OTHER STATES?**

17   **A:**    Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state  
18            agreement), but AT&T is unwilling to use the 13-state agreement as the basis  
19            for the Parties' Florida agreement. Intrado Comm has been unable to identify,  
20            and AT&T has not offered, any technical or other limitation to justify  
21            AT&T's refusal to agree to the same treatment for such arrangements in  
22            Florida.

1 *Issue 25(d): Should the Parties be required to make payments using an*  
2 *automated clearinghouse network?*

3 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

4 **A:** The interconnection agreement requires Intrade Comm to submit payment to  
5 AT&T using the automated clearinghouse ("ACH") process. Intrade Comm  
6 seeks to make this obligation reciprocal so that each Party uses the ACH  
7 process to exchange payment with the other Party.

8 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**  
9 **LANGUAGE IN OTHER STATES?**

10 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state  
11 agreement), but AT&T is unwilling to use the 13-state agreement as the basis  
12 for the Parties' Florida agreement. Intrade Comm has been unable to identify,  
13 and AT&T has not offered, any technical or other limitation to justify  
14 AT&T's refusal to agree to the same treatment for such arrangements in  
15 Florida.

16 **Q: DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

17 **A:** Yes.