

**Eric Fryson**

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**From:** Cooper, Roberta G <Roberta.G.Cooper@centurylink.com>  
**Sent:** Monday, July 01, 2013 3:04 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Masterton, Susan S  
**Subject:** Amendment-CenturyLink and Broadvox-CLEC, LLC Agreement  
**Attachments:** Amendment CTL and Broadvox Agreement 7-1-13.pdf

Filed on Behalf of: Susan S. Masterton  
Senior Corporate Counsel  
CenturyLink  
315 S. Calhoun Street, Suite 500  
Tallahassee, FL 32301  
Telephone: 850/599-1560  
Email: [susan.masterton@centurylink.com](mailto:susan.masterton@centurylink.com)

Docket No. \_\_\_\_\_ N/A \_\_\_\_\_

Title of filing: Amendment-CenturyLink and Broadvox-CLEC, LLC Agreement

Filed on behalf of: CenturyLink

No of pages: \_\_\_\_\_ 7 \_\_\_\_\_

Description: Amendment-CenturyLink and Broadvox-CLEC, LLC Agreement

**Roberta Cooper**  
Legal Assistant III- Susan Masterton and Kevin Zarling  
Voice: 850-599-1563 | Fax: 850-224-0794  
Email: [Roberta.G.Cooper@centurylink.com](mailto:Roberta.G.Cooper@centurylink.com)  
315 S. Calhoun Street, Suite 500 | Tallahassee, FL 32301  
Mailstop: D7592L0501-507



July 1, 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 an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement with Embarq Florida, Inc. d/b/a CenturyLink and Broadvox-CLEC, LLC

Dear Ms. Cole:

Please find enclosed for approval and filing an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between Embarq Florida, Inc. d/b/a CenturyLink and Broadvox-CLEC, LLC. The Agreement was originally filed on October 8, 2012, in Docket No. 120255.

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: Broadvox-CLEC, LLC

SUSAN S. MASTERTON  
Senior Corporate Counsel  
315 S. Calhoun St., Suite 500  
Tallahassee, FL 32031  
Tel: (850) 599-1560  
Fax: (850) 224-0794  
susan.masterton@centurylink.com

**ICC VoIP Amendment  
to the Interconnection Agreement between  
Embarq Florida, Inc. d/b/a CenturyLink  
and  
Broadvox-CLEC, LLC  
for the State of Florida**

This Amendment ("Amendment") is to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink ("CenturyLink") and Broadvox-CLEC, 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.

**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.

**Broadvox-CLEC, LLC**

**Embarq Florida, Inc. d/b/a CenturyLink**

DocuSigned by:  
*Kyle Bertrand*  
60237DEB78B348B...

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kyle Bertrand  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

VP, Network Planning & Regulatory  
Title

Director – Wholesale Contracts  
Title

7/1/2013

7/1/2013

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**

"End User Customer" means a third party Customer that subscribes to a Telecommunications or Information Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers, ISPs, or Interconnected VoIP providers.

"VoIP-PSTN Traffic" shall include any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged over PSTN facilities 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 is Local Traffic as defined in the Agreement.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that is not Local Traffic as defined in the Agreement.

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local, intraLATA toll, and Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

#### **Section 54 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

54.1.1 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 either Party routes any traffic to the other Party in violation of this section, the other Party shall be entitled to compensation for such traffic at the rates applicable to such traffic at the time it was routed. A Party routing such traffic will cease routing such traffic. Any such action will be taken in accordance with the Dispute Resolution provisions in the Agreement.

#### **Section 55 – INTERCARRIER COMPENSATION**

55.6 INTENTIONALLY LEFT BLANK

55.7 VoIP-PSTN Traffic

#### 55.7.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic at the same rate that applies to ISP-bound traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local by using the originating and terminating call detail information of each call unless the Parties specifically amend the Agreement to agree otherwise. This call jurisdiction method described herein for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of such calls may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 unreasonably 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.

#### 55.7.2 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 54.1.1 above. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local 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 for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of a VoIP-PSTN call may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 unreasonably withheld by either Party.

(b) Toll VoIP-PSTN which is intrastate non-Local Traffic will be exchanged at each Party's interstate 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 will utilize a combination of the Contract-PVUs provided both by CenturyLink and CLEC in making the billing adjustments discussed in Section 55.7.3. 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, which 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 traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties, or any other mutually agreed upon proxy consistent with the FCC's rules and orders. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol. 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.

(e) Any factors established by the Parties for the previous sections of 55.7.2 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.

55.7.3 CenturyLink and CLEC 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.

55.8 The billing party will determine the jurisdiction of a call if the billing party has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the billed party will identify the Percent Local Usage (PLU) factor to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. The billing party may request the billing party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the billing party. Should the documentation indicate that the factor should be changed by the billing party; the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs

55.8.1 If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.

55.9 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 on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than

an End User Customer's charge number. 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)	0%	