**Exhibit No. \_\_\_ T (RTW-1T)**

**Docket UT-111254**

**Witness: Robert T. Williamson**

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

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| **In the Matter of a Complaint by the Joint CLECs against the Joint Applicants Regarding OSS for Maintenance and Repair** | **DOCKET UT-111254** |

**TESTIMONY**

**OF**

**ROBERT T. WILLIAMSON**

**STAFF OF**

**WASHINGTON UTILITIES AND**

**TRANSPORTATION COMMISSION**

**November 30, 2011**

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1. **INTRODUCTION**

**Q. Please state your name and business address.**

A. My name is Robert Williamson, and my business address is 1300 South Evergreen Park Drive Southwest, P.O. Box 47250, Olympia, Washington, 98504-7250. My business e-mail address is bwilliam@utc.wa.gov.

**Q. By whom are you employed and in what capacity?**

A. I am employed by the Washington Utilities and Transportation Commission (Commission) as a Utility Engineer in the Telecommunications Section of the Regulatory Services Division.

**Q. Please state your qualifications to provide testimony in this proceeding.**

A. I have provided a description of my qualifications as Exhibit No. \_\_\_ (RTW-2).

**Q. Have you presented testimony before this Commission in other cases?**

A. Yes. I testified in Docket UT-011439 concerning a petition for a line extension waiver, Docket UT-030614 concerning a petition by Qwest for competitive classification of business services, Docket UT-031472 concerning a case referred to the Commission from the U.S. District court regarding an IP-in-the-middle telecommunications company bypassing access charges, Docket UT‑063038 concerning Inter-Carrier Compensation for ISP bound traffic, Docket UT-090842 regarding the transfer of control of Verizon Northwest to Frontier Communications, and in Docket UT-100820 regarding the transfer of control of Qwest Communications International Inc. (QCII) to CenturyLink, Inc. (CenturyLink).

**Q. Did you testify in Docket UT-100820 and participate in the negotiation of any settlement agreement?**

A. Yes. My testimony dealt primarily with Operational Support Systems (OSS) issues. I also participated in the negotiations with the pre-merger Qwest Corporation (legacy Qwest) and CenturyLink (together “Joint Applicants” or “merging companies”), the Public Counsel Section of the Washington State Office of Attorney General (Public Counsel), and Commission Staff (Staff) that resulted in an agreement between these parties.

**Q. What is the purpose of your testimony?**

A. The purpose of my testimony is to address Staff’s position regarding the merging companies’ obligations with respect to OSS under settlement agreements and Order 14 in Docket UT-100820, and the proposed changes to the wholesale OSS of Qwest Corporation d/b/a CenturyLink (Qwest/CenturyLink or Qwest). I discuss the risk of possible hardware and software problems of the existing **Medi**ated **Acc**ess **(**MEDIACC) and **C**ustomer **E**lectronic **M**aintenance and **R**epair (CEMR) OSS. I further provide recommendations regarding the implementation of **M**aintenance **T**icketing **G**ateway (MTG), a new OSS designed to replace MEDIACC, as well as steps to ensure the stability of CEMR and MEDIACC.

**Q. How did you reach the opinions and conclusions in your testimony?**

A. I reached the following conclusions based on my personal engineering knowledge and analysis of the responses to data requests propounded by Staff and other parties. I also reviewed the direct testimony of Qwest/CenturyLink witnesses Renée Albersheim and Michael Hunsucker; Integra witnesses Douglas Denney and Bonney Johnson; tw telecom witness Lyndall Nipps; and PaeTec witnesses Christopher Hansen and Justina Blanchard. In addition, I requested and subsequently attended a technical conference on September 15, 2011, detailing the systems involved. I have also discussed this complaint with utility commissions of other states in the region.

**II. THE REQUIREMENTS OF ORER 14 IN THE MERGER**

**PROCEEDING PERTAINING TO WHOLESALE OSS**

**Q. Please explain the significance of Order 14 in Docket UT-100820.**

A. CenturyLink announced its plans to acquire Qwest on April 22, 2010.[[1]](#footnote-1) The Commission received an application requesting approval of an indirect transfer of control of QCII subsidiaries to CenturyLink (docketed as UT-100820, the Washington “merger proceeding” or “merger docket”) on May 13, 2010. Order 14, issued March 14, 2011, concluded the merger proceeding.[[2]](#footnote-2) In Order 14, the Commission approved the merger and adopted various settlement agreements subject to conditions. Two of the settlement agreements that the Commission adopted contain the OSS conditions that are at the heart of the dispute in this case. Order 14 also included additional OSS conditions, which are relevant to the dispute. Importantly, the Commission extended the OSS commitment timeframe from 24 to 30 months.[[3]](#footnote-3)

The Commission placed great weight on wholesale OSS in its decision modifying the settlement agreements by specifically stipulating that “after acceptance testing and controlled production . . . have been completed, and before any replacement OSS is put into actual production, we require the combined company to file a detailed report with the Commission describing, at a minimum, all aspects of the acceptance testing process; identification of all CLEC[[4]](#footnote-4) participants in the testing and the voting process set forth in the settlement condition; the identification and discussion of all disputes that arose between the combined company and CLECs regarding any issue pertaining to the replacement OSS; and a comprehensive synopsis of the outcome.” The Commission went on to state that the “report shall be filed with the Commission within 60 days prior to the planned OSS replacement” and ordered that the “Commission will open a new proceeding and will provide notice to all interested parties . . . and establish a process to provide feedback on the filing.”[[5]](#footnote-5) Based on the information obtained during the new proceeding, the Commission may order third-party testing of that replacement OSS before it can be put into full production.

**Q. What does the threat of third-party testing accomplish?**

A. Given the cost for third-party testing, this provision provides a strong additional incentive to Qwest/CenturyLink to ensure that any wholesale OSS replacement has been thoroughly tested and vetted by all of the CLECs. In the end, it provides a safeguard for the CLECs in that Qwest/CenturyLink cannot force a poor, or unfairly tested, wholesale OSS replacement on the CLECs.

**Q. Which settlement conditions are at issue?**

A. The disputed conditions concern commitments the merging companies made pertaining to their wholesale OSS. These commitments are contained in Condition 12 of the settlement agreement the merging companies entered into on November 6, 2011, with Integra Telecom, Inc. (Integra Agreement), and in Condition 23 of a settlement the companies entered into with Staff and Public Counsel (Staff/PC Agreement) on December 23, 2011 (together “the OSS Settlement Conditions”). The language in the two conditions is nearly identical; however, the Commission adopted the formulation in the Staff/PC Agreement. Condition 23 of the Staff/PC Agreement is set forth below:

**23. OSS – Wholesale**

In legacy Qwest ILEC service territory, after the Transaction closes, CenturyLink will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Transaction’s closing, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, CenturyLink will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures:

a**.** *Detailed Plan*. CenturyLink will provide notice to the Wireline Competition Bureau of the FCC, the Commission, and the Parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, CenturyLink will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. CenturyLink’s plan will also identify planned contingency actions in the event that CenturyLink encounters any significant problems with the planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on CenturyLink’s plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process.

b**.** *CMP*. CenturyLink will follow the procedures in the Qwest Change Management Process (“CMP”) Document.

c. *Replacement or Retirement of a Qwest OSS Interface.*

1. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Transaction’s closing.  Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period.  The Parties will work together to develop acceptance criteria.  Testing will continue until the acceptance criteria are met.  Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP’s Dispute Resolution process.  The requirements of this paragraph will remain in place only until completion of Transaction-related OSS integration and migration activity.  If a dispute arises as to whether such Transaction-related OSS integration and migration activity is complete, the Commission will determine the completion date.
2. CenturyLink will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties.  Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties.
3. CenturyLink will provide the wholesale carriers training and education on any wholesale OSS implemented by CenturyLink without charge to the wholesale carrier.
4. *Billing Systems*.  CenturyLink will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers.
5. Any changes by CenturyLink to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.

**III. GENERAL DESCRIPTION OF OSS**

**Q. What are OSS?**

A.Operational support systems are generally the computer hardware and software that perform management, ordering, inventory, engineering, planning, repair, and billing functions for telecommunications service providers. Originally, most OSS were manual systems that were replaced with main-frame based, stand-alone systems designed to support telephone company staff. These systems were designed to make manual processes, through which a telephone network was operated, more efficient. Today’s service providers are required to manage a much more complex suite of services and network technologies, and in most cases the providers use information technology like routers and servers to host the systems.

**Q. How are OSS categorized?**

A. There are basically two broad categories of OSS:

1. Retail OSS is used by the incumbent local exchange carrier (ILEC) itself in its day-to-day interaction with its business and residential customers.

2. Wholesale OSS was designed to meet the ILEC’s obligation under the Telecommunications Act of 1996[[6]](#footnote-6) (Telecommunications Act) to provide systems for the CLECs. Regional Bell Operating Companies (RBOCs) like Qwest are required to have more stringent wholesale requirements, under Section 271 of the Telecommunications Act, than the smaller rural local exchange carriers.

**Q. Does this proceeding raise any concerns for you related to retail OSS?**

A. No. None of the issues relate to retail OSS.

**Q. How are CLECs that interconnect with and obtain network elements from an ILEC like Qwest/CenturyLink connected with the ILEC’s OSS?**

A. A significant amount of the effort involved in implementing the Telecommunications Act dealt with OSS interconnection. ILECs must allow competitors limited access to their customer databases and various OSS functions such as pre-ordering, ordering, and provisioning. Qwest has a substantial wholesale business, using systems and processes that were developed, tested, and refined as part of obtaining approval to offer long-distance services as required under Section 271 of the Telecommunications Act. Most of the larger ILECs, like Qwest, have built sophisticated interfaces allowing CLECs the ability to access Qwest’s OSS in a manner similar to the way that Qwest’s own personnel access the company’s OSS. Qwest’s wholesale systems were developed under the auspices of Section 271 proceedings and were fully tested by third parties as required by federal and state regulatory orders.

**IV. THE JOINT CLECS’ COMPLAINT**

**Q. What is the subject of this complaint proceeding?**

A. The Joint CLECs contend that Qwest/CenturyLink intended to integrate, retire, and/or replace the legacy Qwest maintenance and repair OSS without regard to the provisions set forth in the OSS Settlement Conditions that had been agreed to by the merging companies.

**Q. Which OSS are implicated in this proceeding?**

A. Legacy Qwest submitted a change request to the Change Management Process (CMP) in November 10, 2010, stating that Qwest intended to retire the legacy maintenance and repair OSS that CLECs use to communicate with Qwest. The two OSS involved are MEDIACC and CEMR.

**Q.** **What is MEDIACC?**

A. MEDIACC is a B2B interface that allows Qwest wholesale customers to submit electronic requests for repair using their own computer systems.

**Q.** **What is a B2B interface?**

A. A B2B interface, sometimes referred to as a computer-to-computer interface, allows one company’s computer system to communicate directly with another company’s computer system and pass information between both systems with no human contact. For this interface to function correctly both companies must program their systems to transmit and receive information using the same protocols.

**Q.** **What is CEMR?**

A. CEMR is a Graphical User Interface (GUI) that allows Qwest wholesale customers to submit electronic repair requests via the Internet. CEMR passes information to and from MEDIACC, which accesses Qwest’s internal OSS.

**Q.** **What is a Graphical User Interface (GUI)?**

A. A GUI is a human-to-computer interface (as opposed to a computer-to-computer interface), which allows a human user to interact with a computer system by navigating screens and/or menus while entering prompted information.

**Q.** **What action prompted this complaint by the CLECs?**

A. Legacy Qwest submitted a change request through the CMP (Change Management Process) on November 10, 2010,[[7]](#footnote-7) to retire both MEDIACC and CEMR and replace them with a new maintenance and repair system, MTG. The Joint CLECs believe that the retirement of MEDIACC and CEMR, and their replacement with MTG, prior to the completion of the 30 month settlement period would have violated the OSS Settlement Conditions and Order 14. Subsequently, the CLECs filed the complaint “against the joint applicants regarding OSS for maintenance and repair,” docketed as UT-111254, on July 11, 2011.

**Q.** **Please briefly explain the Change Management Process (CMP).**

A. Change management is the process of introducing controlled changeduring a system life cycle. The intent is to evaluate risk, at the end-user level, against the urgency and importance of the change. The specific Change Management Process (CMP) used by legacy Qwest, now Qwest/CenturyLink, was developed to facilitate a fair discussion between the ILEC and the CLECs when software or hardware changes that might affect the CLECs’ process were indicated. Typically, legacy Qwest would request such changes to upgrade or fix issues with OSS.

**Q.** **When did Staff discover the planned retirement of MEDIACC and CEMR?**

A. None of the parties to the merger proceeding discussed the retirement of MEDIACC and CEMR, or its replacement with MTG, during or directly following merger negotiations. The issue came to light months later in June 2011 when a formal complaint was filed at the Minnesota Public Utilities Commission.[[8]](#footnote-8)

**Q.** **Do you believe that the first** **legacy Qwest schedule to replace MEDIACC and CEMR with MTG December 31, 2011, would have violated the OSS Settlement Conditions?**

A. Yes. The scheduled replacement of MEDIACC and CEMR with MTG prior to the completion of the 30 month settlement period would have violated the terms contained in Condition 23 of the Staff/PC agreement, and Condition 12 of the Integra Agreement.

**Q.** **What has changed since the change request was issued at CMP in November 2010?**

A. In the May 18, 2011, CMP meeting, Qwest/CenturyLink withdrew the proposed MEDIACC retirement change request.[[9]](#footnote-9) It is now Qwest/CenturyLink’s intention to retire MEDIACC on October 7, 2013,[[10]](#footnote-10) following a vote of approval by the CLECs as required by the OSS Settlement Conditions. According to Qwest/CenturyLink, CEMR hardware and software have been upgraded and CEMR is no longer scheduled to be retired.[[11]](#footnote-11)

**Q.** **Is** **Qwest/CenturyLink in violation of the OSS conditions following the withdrawal of the CMP change request?**

A. I believe that Qwest/CenturyLink will remain in compliance now that they have withdrawn the offending CMP change request. As Mr. Hunsucker testified:

Qwest/CenturyLink will continue to ‘use and offer’ MEDIACC throughout the entire 30-month settlement period in precisely the same way it was used and offered beforehand. MEDIACC will not be ‘retired or replaced’ until after the settlement period has expired and all the procedures in the Integra settlement have been followed.[[12]](#footnote-12)

**Q.** **Why did legacy Qwest want to retire MEDIACC?**

A. Legacy Qwest has completed a number of technical evaluations of the MEDIACC system in the past and determined that it is no longer fully supportable by both the hardware and software vendors and therefore any failure could be an unrecoverable failure. While MEDIACC is stable today, it is at risk of an unrecoverable failure in the future.[[13]](#footnote-13) Additionally large non-CLEC wholesale customers of Qwest have requested access to a maintenance and repair XML (eXtensible Markup Language) interface.[[14]](#footnote-14)

**Q.** **What did legacy Qwest plan to replace MEDIACC with?**

A. Legacy Qwest has been developing a new system called the Maintenance Ticketing Gateway. MTG will provide the same functionality as MEDIACC but will use a newer interface protocol XML. MEDIACC currently uses CMIP (Common Management Information Protocol) to interface with the CLECs’ B2B systems. MTG (originally called CTG) was initially introduced through the CMP process in 2008[[15]](#footnote-15) but was put on hold when it failed to receive internal authorization for funding.[[16]](#footnote-16)

**Q.** **What are** **XML** **and** **CMIP?**

A.XML and CMIP are different interface protocols that are commonly used to provide B2B interfaces. Both are still considered standards but XML is the newer and easier to develop of the two. Qwest converted all of its ordering and provisioning B2B interfaces to XML prior to 2006 with CLEC approval.[[17]](#footnote-17)

**Q.** **When does Qwest/CenturyLink plan to make MTG available?**

A. Qwest/CenturyLink plans to make MTG available to wholesale customers and to CLECs as an *optional* interface in December 2011.

**V. Qwest/CenturyLink’s Response**

**Q.** **Does Qwest/CenturyLink believe that offering a new OSS violates the OSS Settlement Conditions and Order 14?**

A. No, it does not. According to Qwest/CenturyLink witness Ms. Albersheim: “Qwest/CenturyLink will keep the MEDIACC system in place until late 2013, withdrawing it only after complying with our merger commitments and settlement agreements, including obtaining CLEC approval” and “Qwest/CenturyLink will continue to ‘use and offer’ MEDIACC to CLECs for at least 30 months as required by the merger settlements, and MEDIACC will not be ‘retired or replaced’ until all the agreed-upon time periods and procedures are completed.”[[18]](#footnote-18) For the remainder of the 30-month time frame Qwest/CenturyLink proffers that MEDIACC and MTG will be available as parallel maintenance and repair systems offering the same service but using different protocols for access to legacy Qwest internal OSS by the CLECs. It is Qwest/CenturyLink’s intention to offer MTG to CLECs and other wholesale customers (long distance carriers and/or Wireless carriers) while continuing to maintain access to MEDIACC. By keeping MEDIACC in service they believe that they are not in violation of the settlement agreements.

**Q. Do the CLECs agree that offering a new parallel OSS comports with the OSS Settlement Conditions and Order 14?**

A. No, they do not. The CLECs argue that during merger negotiations their “goal was to ensure that such OSS changes were precluded during the two-year. . .period” (amended by the Commission’s Order 14 to 30 months) “and that OSS changes, along with the additional steps required by the Joint CLECs’ merger conditions before making such changes, occurred after [this] period.”[[19]](#footnote-19) Essentially the CLECs are saying that no joint planning, development or testing of new OSS can be done during the 30-month period.

Mr. Denney argues that the Integra Agreement “provides that ‘the replacement ***or*** retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale quality provided by Qwest prior to closing date.’”[[20]](#footnote-20) He further contends, “The Merged Company is ***replacing*** MEDIACC with MTG when it implements MTG in December of 2011, though it is not ***retiring*** MEDIACC until a later date.”[[21]](#footnote-21) This somewhat tortured interpretation would preclude Qwest/CenturyLink from offering MTG to any carrier even if Qwest/CenturyLink continued to offer MEDIACC to those customers who did not want to change to the newer MTG.

**VI. Staff Position**

**Q. Do you agree with Mr. Denney’s interpretation that Qwest/CenturyLink is replacing MEDIACC when it implements the new MTG system?**

A. No. MEDIACC is not replaced until it is retired and no longer available. When MEDIACC is retired MTG will be the only wholesale maintenance and repair system providing the maintenance and repair function. Designing a system that will be used as a replacement sometime in the future does not constitute a replacement if the original system is still in use. Offering MTG optionally in parallel with the old system does not constitute the retirement of MEDIACC as long as access to MEDIACC is maintained for the 30 month period.

**Q. You mentioned earlier the concern from all parties that MEDIACC is at risk of an unrecoverable failure in the future. Please explain.**

A. Qwest/CenturyLink completed technical evaluations of MEDIACC[[22]](#footnote-22) and determined that some vendors can no longer provide full support for portions of the hardware and software.[[23]](#footnote-23) Some vendors can only provide “best effort” support that may not include the availability of spare hardware or software patches. An unrecoverable MEDIACC failure would be catastrophic to all parties. The lack of Qwest/CenturyLink’s due diligence and coordination between its Wholesale, IT, merger planning, and implementation teamshas created a conundrum for all parties.

**Q.** **Would a fully developed and working MTG resolve a catastrophic failure of MEDIACC?**

A.I believe it would but only of the CLECs are able to take advantage of it. AsQwest/CenturyLink witness Ms. Albersheim testifies: “If CLECs have already developed an interface to MTG, they should be able to transition fairly quickly from MEDIACC to MTG.”[[24]](#footnote-24) Ms. Albersheim further states:

If a vendor such as Synchronoss[[25]](#footnote-25) has developed an interface to MTG, the CLECs who use MEDIACC will have an option of using the vendor interface to MTG. Those CLECs using MEDIACC who have not developed an interface to MTG, and do not wish to use a vendor, will have to develop that interface before they can transition to MTG.[[26]](#footnote-26)

It would take some time for the CLECs, and other wholesale customers, that had not developed an XML interface to MTG to recover full functionality following a complete failure of MEDIACC.

**Q.** **If MEDIACC suffers a catastrophic failure, what would happen to CEMR?**

A.Because CEMR communicates with internal legacy Qwest OSS via MEDIACC, all repair communication between the CLECs and Qwest/CenturyLink would revert to manual communication by telephone. This would be devastating for both the CLECs and Qwest/CenturyLink. However, CLECs could take advantage of a working CEMR if CenturyLink was allowed to move forward with the development of a new CEMR interface to MTG.

**Q. Has Qwest/CenturyLink produced an MTG implementation schedule?**

A. Yes. Exhibit No. \_\_\_ (RA-12) to Ms. Albersheim’s Direct Testimony provides Qwest/CenturyLink’s suggested MTG implementation schedule. That schedule includes optional testing for interested customers beginning December 12, 2011. The start of normal testing and implementation would begin October 2, 2012. If allowed to move forward, the retirement of MEDIACC could occur, following the required 30 month period, on October 7, 2013, following test acceptance and an affirmative vote by the CLECs on April 8, 2013.

**Q.** **Would a fully developed and working MTG resolve the issue with CEMR if a catastrophic failure of MEDIACC occurred?**

A. I believe that it should.It is Qwest/CenturyLink’s plan to have MTG available as a backup for MEDIACC, which would protect CEMR from failure as well. Qwest/CenturyLink plans to develop a CEMR interface to both MEDIACC and MTG. The addition of an XML interface, in parallel with a CMIP interface, between CEMR and MTG would result in an almost seamless change for GUI users. According to Qwest/CenturyLink, CLECs would experience two very minor changes to the data input fields when they entered data for the CEMR GUI.[[27]](#footnote-27)

**Q. What is the chance of a catastrophic MEDIACC failure before it can be retired?**

A. There is really no way to know. MEDIACC could very well continue to run trouble free until the 30 month period expires and MEDIACC can then be retired. However, neither the CLECs nor Qwest/CenturyLink want to take that chance.

**Q. Does Qwest/CenturyLink have a disaster plan that addresses MEDIACC failure?**

A. Yes. There is an existing Qwest business continuity and disaster plan for MEDIACC (Disaster Recovery Plan), last revised July 12, 2011, which is designed to help ensure a trouble free MEDIACC and to facilitate its recovery in case of a failure. A copy of the Disaster Recovery Plan is included as Exhibit No. \_\_\_ (RTW-3C). I believe the Disaster Recovery Plan should be updated on a regular basis to include any new information such as the location of spare parts and vendor emergency call lists. According to the Disaster Recovery Plan, the last test of the plan was completed November 17, 2011.[[28]](#footnote-28) Going forward, testing should be completed at least annually until MEDIACC is retired. Results of these periodic tests of the Disaster Recovery Plan should be shared with this Commission and with the CLECs at CMP.

**Q.** **Does the development of MTG resolve the hardware/software issues with MEDIACC?**

A. I believe so. MTG includes new hardware and software and is based on the current XML standard. I also believe that migrating to XML is appropriate and aligns MTG technically with Qwest/CenturyLink’s other wholesale OSS that have already upgraded to the XML standard.

**Q.** **If MTG resolves a possible failure for the CLECs and Qwest/CenturyLink what is the problem?**

A. The CLECs argue that the Integra Agreement precludes the replacementorretirement of a Qwest OSS interface without sufficient acceptance of the replacement interface by the CLECs. They opine that the “Merged Company is **replacing** MEDIACC with MTG when it implements MTG in December of 2011, though it is not **retiring** MEDIACC until a later date.”[[29]](#footnote-29) Additionally the CLECs argue that even the development and testing of MTG before the end of the 30 month period is prohibited by the agreement. It is the CLECs’ opinion that any development and/or testing would cost them time and money that they have not, and should not have to, include in their budgets until the end of the 30 month period. The CLECs have also voiced a concern that the development of MTG will divert IT resources that should be used to maintain MEDIACC.

**Q.****Do you agree with the CLECs?**

A. I do not agree with the CLECs but I do understand that they believe that Qwest/CenturyLink can no longer be trusted after Qwest/CenturyLink tried to retire an existing legacy Qwest OSS, just weeks after signing an agreement that the CLECs negotiated to prohibit just that. I can understand the CLECs’ diminished trust in Qwest/CenturyLink. One of Staff’s major concerns during the merger process was that one merging company would not know what the other merging company was doing, and I believe that happened here. It is important to note though, that the merger agreements accomplished just what we designed them to do by bringing to light, and halting, the retirement of an existing OSS prior to the end of the 30 month period. The CLECs can trust that the merger agreements will continue to ensure fairness for the remainder of the 30 month period.

It seems to me that the CLEC argument, that MTG cannot be developed and tested before the end of the 30 month period, is completely orthogonal to their concern that there must be a fully functional backup system for MEDIACC in case of its failure. Furthermore, it was never Staff’s intention during negotiations that the development and testing of any replacement OSS would have to wait until the end of the settlement period. It was always Staff’s intention that a legacy OSS could be retired and a new OSS brought online to replace it, following the settlement period (pursuant to Order 14, at a minimum of 30 months and 1 day). Staff always intended that development and testing required by the CMP could be completed during the settlement period window.[[30]](#footnote-30) The CMP process requires that the parties be notified nine months before a new OSS can be brought online. Staff, and I believe the Commission, never envisioned that the OSS Settlement Conditions would require 39 months, instead of 30, to bring a new OSS online.

**Q. Are there any other protections for CLECs and penalties for Qwest/CenturyLink if there is a failure of MEDIACC before it can be retired?**

A. Yes, there are. The Qwest Performance Assurance Program (QPAP) was created to protect the CLECs from poor wholesale service quality including OSS performance issues[[31]](#footnote-31) and will remain in effect through the term of the Qwest Alternative Form of Regulation (AFOR).[[32]](#footnote-32) QPAP provides a rubric whereby quality performance can be gauged by monitoring Performance InDicators (PIDs). QPAP results are reported in Docket UT-030388. A failure to meet a PID requires Qwest/CenturyLink to make payments as set forth in the QPAP. In particular, two Gateway Availability (GA) PIDs, GA-3 and GA-6, measure access to MEDIACC and CEMR.[[33]](#footnote-33) GA-3 measures access to Electronic Bonding (EB-TA), or MEDIACC, and GA-6 monitors access to GUI-Repair or CEMR. QPAP is a region-wide, 14-state self-executing remedy plan designed to verify that Qwest provides parity between the wholesale service it provides to CLECs and the service it provides to its own retail customers. Failure to meet parity for GA-3 and GA-6 can require payments of up to $420,000 region-wide (up to $30,000 per state). PIDs GA-3 and GA-6 are Tier 2 performance measures that require payments to each state. There are also many Tier 1 measurements that would be affected by a catastrophic failure of MEDIACC. Tier 1 performance measurements require payments directly to the affected CLECs.

**VII. CONCLUSION AND RECOMMENDATIONS**

**Q. What are Staff’s conclusions and recommendations?**

A. Staff believes that legacy Qwest could have averted the issue of a CEMR and MEDIACC replacement through a commitment of internal resources far in advance of the merger with CenturyLink. In the alternative, if legacy Qwest had discussed this issue during negotiations and/or hearings it could have been resolved in settlement agreements or in the Commission’s order. However, due to legacy Qwest’s failures in both of these circumstances, we are faced with a difficult decision as to how to protect healthy competition and the rate payers of this state.

However, even considering Qwest/CenturyLink’s earlier failures, Staff does not believe that Qwest/CenturyLink is in violation of the Integra or Staff/PC agreements since it has withdrawn its CMP request to retire CEMR and MEDIACC prior to the 30 month period. Staff has concluded that a migration to XML is appropriate, even though it will require resources from all parties, and that the requirements of the OSS Settlement Conditions and Order 14 must still be met before MEDIACC can be retired. We further conclude that the use of the legacy MEDIACC OSS poses possible serious risks with respect to wholesale system performance.

Based on our conclusions, Staff recommends that the Commission order the following:

1. Deny the Joint CLECs’ request to stop development of MTG.
2. Allow Qwest/CenturyLink to optionally offer MTG to CLECs and wholesale customers while requiring the company to maintain access to MEDIACC for all CLECs that require it, until such time that MEDIACC can be retired after having met all of the wholesale OSS conditions required by Order 14.
3. Require that Qwest/CenturyLink report to this Commission every 90 days beginning with the date that “optional testing/implementation for interested customers” begins and with the final report due on the date that joint “testing begins.”[[34]](#footnote-34) The reports must include any CLECs and/or other wholesale customers that are actively testing or using MTG prior to the end of the 30 month period. The report should contain details of testing that was completed, time frames involved, problems encountered, and when companies began actively using MTG. All testing documentation required by this item should be included in the report called for by Order 14 at paragraph 120.
4. Emphasize that, depending on the Commission assessment of the report required by Order 14 at paragraph 120, the Commission reserves the right to impose third party testing of any replacement OSS[[35]](#footnote-35) including MTG.
5. Emphasize that Gateway Availability PIDs GA-3 and GA-6 contained in the Qwest Performance Assurance Plan (QPAP), and any other PIDs that may apply, along with all required penalties, will continue to be required.
6. Require Qwest/CenturyLink to provide a regularly updated Disaster Recovery Plan for MEDIACC to enhance its chances of survivability, and possible recovery in case of failure, until such time that it can be retired. At a minimum the existing Disaster Recovery Plan must be updated every 90 days to include any new information gained since the last update. It should also include the latest list of the physical location of spare parts and emergency vendor contact lists. A test of the Disaster Recovery Plan should be completed each November, or more frequently, until MEDIACC is retired. The results of that test must be included in the subsequent 90 day update to the Disaster Recovery Plan. The proposed plan must be made available to this Commission and through CMP for comment by the CLECs.

**Q. Does this conclude your testimony?**

A. Yes.

1. http://www.centruylinkqwestmerger.com/downloads/pressreleases/CenturyLink%20Qwest%20Merger%20

   Press%20Release%204-22-2010.pdf. [↑](#footnote-ref-1)
2. *In Re Joint Application of Qwest Communications International Inc. and CenturyTel, Inc. for Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company LLC, and Qwest LD Corp.,* Docket UT-100820, Order 14, Final Order Approving and Adopting, Subject to Conditions, Multiparty Settlement Agreements and Authorizing Transaction (March 14, 2011). [↑](#footnote-ref-2)
3. Order 14, p. 66, at ¶ 116. [↑](#footnote-ref-3)
4. Competitive local exchange carriers (CLECs). [↑](#footnote-ref-4)
5. Order 14, pp. 67-68, at ¶ 120. [↑](#footnote-ref-5)
6. Pub. L. No. 104-104, 110 Stat. 66 (1996). [↑](#footnote-ref-6)
7. Direct Testimony of Douglas Denney, Exhibit No. \_\_\_ (DD-1T) 55:21-25. [↑](#footnote-ref-7)
8. *In the Matter of a Complaint by Joint CLECs against Qwest and CenturyLink Regarding OSS for Maintenance and Repair*, MPUC Docket No. P-5340/C-11-684, Formal Complaint and Petition (filed June 28, 2011). [↑](#footnote-ref-8)
9. Direct Testimony of Renée Albersheim, Exh. No. \_\_\_ (RA-2). [↑](#footnote-ref-9)
10. Albersheim, Exh. No. \_\_\_ (RA-12) (MTG Implementation Timeline Comparison). [↑](#footnote-ref-10)
11. Albersheim, Exh. No. \_\_\_ (RA-1T) 4:16-17 and footnote 2. [↑](#footnote-ref-11)
12. Direct Testimony of Michael Hunsucker, Exh. No. \_\_\_ (MH-1T) 4:1-5. [↑](#footnote-ref-12)
13. Albersheim, Exh. No. \_\_\_ (RA-1T) 6:5-13. [↑](#footnote-ref-13)
14. *Id.* at 10:9-10. [↑](#footnote-ref-14)
15. *Id.* at 17:1-2. [↑](#footnote-ref-15)
16. *Id.* at 5:19-6:1. [↑](#footnote-ref-16)
17. *Id.* at 10:16-18. [↑](#footnote-ref-17)
18. *Id.* At 8:13-19. [↑](#footnote-ref-18)
19. Denney, Exh. No. \_\_ (DD-1T) 39:8-13. [↑](#footnote-ref-19)
20. *Id.* at 115:3-7. [↑](#footnote-ref-20)
21. *Id.* at 115:10-12. [↑](#footnote-ref-21)
22. Albersheim, Exh. No. \_\_\_ (RA-8C). [↑](#footnote-ref-22)
23. Albersheim, Exh. No. \_\_\_ (RA-1T) 6:5-6; Exh. No. \_\_\_ (RA-5C). [↑](#footnote-ref-23)
24. Albersheim, Exh. No. \_\_\_ (RA-1T) 24:11-14. [↑](#footnote-ref-24)
25. At least one CLEC already uses Synchronoss as an XML gateway to access MEDIACC. *See* Albersheim, Exh. No. \_\_ (RA-13) at p. 4. [↑](#footnote-ref-25)
26. Albersheim, Exh. No. \_\_\_ (RA-1T) 24:15-19. [↑](#footnote-ref-26)
27. Albersheim, Exh. No. \_\_\_ (RA-15C). [↑](#footnote-ref-27)
28. Direct Testimony of Robert T. Williamson, Exh. No. \_\_\_ (RTW-3C) at p. 28. [↑](#footnote-ref-28)
29. Denney, Exh. No. \_\_\_ (DD-1T) 115:10-12. [↑](#footnote-ref-29)
30. Merger proceeding, Docket UT-100820, Vasconi TR. 271:5-21. [↑](#footnote-ref-30)
31. *See* Exhibit K, Performance Assurance Plan, Qwest Washington SGAT Eighth Revision, Twelfth Amended Exhibit K, January 5, 2009, on file with the Commission and available in Docket UT-073034 (filed February 6, 2009). [↑](#footnote-ref-31)
32. Condition 3 of the Staff/PC Agreement contemplates extension of the Qwest AFOR term until at least April 2014. [↑](#footnote-ref-32)
33. Albersheim, Exh. No. \_\_\_ (RA-9C) at p. 3. [↑](#footnote-ref-33)
34. Albersheim, Exh. No. \_\_\_ (RA-12). [↑](#footnote-ref-34)
35. Order 14, p. 68, at ¶ 121. [↑](#footnote-ref-35)