

1 systems (“OSS”) system or the performance of the systems,¹ as well as changes in its
2 products, services and business processes. Effective change management is an important
3 factor in proving that a BOC is offering competitors’ support for OSS and thus, a
4 meaningful opportunity to compete.²

6 The first issue in evaluating whether Qwest’s change management plan affords an
7 efficient competitor a meaningful opportunity to compete is whether the plan is adequate.
8 The evidence must show: (1) that information relating to the plan is clearly organized and
9 readily accessible to competing carriers; (2) that CLECs had substantial input in the design
10 and continued operation of the plan; (3) that the plan defines a procedure for the timely
11 resolution of change management disputes; (4) the availability of a stable testing
12 environment that mirrors production; and (5) the efficacy of the documentation the BOC
13 makes available for the purpose of building an electronic gateway. After determining
14 whether the plan is adequate, the FCC must evaluate whether Qwest has demonstrated a
15 pattern of compliance with this plan.³

18 The existence of an adequate plan and evidence that Qwest has followed the
19 process will be given substantial consideration.⁴ An inadequate plan allows Qwest to
20 impose substantial costs and burdens on competitors by making changes without adequate
21 testing opportunities, notice, and documentation.⁵ An adequate plan need not be identical
22
23

24 ¹ FCC PA 271 Order, App. C, ¶ 41.

25 ² FCC 271 orders, TX Order ¶ 106; NY Order ¶ 102; KS-OK Order ¶ 166; PA Order, App. C, ¶40.

26 ³ FCC 271 orders, TX Order ¶ 108; Mass. Order ¶ 103; PA Order, App. C, ¶ 42.

⁴ FCC 271 orders, TX Order ¶ 106; NY Order ¶ 102.

⁵ FCC 271 orders, TX Order ¶ 107; NY Order ¶ 103.

1 to plans in other states.⁶ Conversely, CLECs' abilities to adequately serve their customers
2 are hindered by the failure of Qwest to provide complete, timely, and accurate notices of
3 alterations to its products and services, processes and systems.⁷
4

5 Finally, as part of a sufficient plan, Qwest must provide competing carriers with
6 access to a stable testing environment to certify that its OSS will be capable of interacting
7 smoothly and effectively with Qwest's OSS. Prior to issuing a new software release or
8 upgrade, Qwest must also provide a stable testing environment that mirrors the production
9 environment in order for competing carriers to test new releases.⁸ Qwest has not yet
10 demonstrated its has met this change management requirement as will be discussed in
11 WorldCom's comments on Qwest's proposed stand alone test environment.
12

13
14 Several significant problems have arisen in the redesign process since the last status
15 report was filed in October, regarding the unilateral classification of change requests as
16 regulatory change requests by Qwest, prioritization of change requests for OSS interfaces
17 and Qwest's issuance of a change request regarding additional testing which has been
18 challenged by several CLECs.
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25 ⁶ FCC 271 orders, TX Order ¶ 109.

26 ⁷ FCC 271 orders, TX Order ¶ 126; NY Order ¶ 113.

⁸ FCC 271 orders, TX Order ¶ 132; KS-OK Order ¶ 168.

1 **B. SPECIFIC CONCERNS**

- 2 **1. Although CLECs are providing significant input into the design and**
3 **operation of the plan, Qwest is not incorporating significant proposed**
4 **CLEC changes into its plan.**

5 In its status report filed on or about November 30, 2001, Qwest attached as Exhibit
6 D proposed changes to the status report made by Eschelon Telecom, Inc. ("Eschelon") and
7 WorldCom, Inc. ("WorldCom"). Exhibit D does contain Eschelon's and WorldCom's
8 comments; however, many of Eschelon's "redline" changes appear with a "strike through"
9 making them less legible. Accordingly, attached as Exhibit 1 is a more legible copy of
10 Eschelon's proposed changes that were provided to the change management process
11 ("CMP") redesign participants that is more legible and clearly reflects Eschelon's
12 positions on the status of the redesign process. WorldCom concurs in Eschelon's concerns
13 about the status of the CMP redesign process. A review of Eschelon's comments reflects
14 that while Qwest asserts it is willing to address CLEC concerns, many issues remain
15 unresolved, and CLECs do not believe that Qwest is being responsive to the input offered
16 by CLECs concerning the design and continued operation of the plan.
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20 Qwest's unwillingness to address CLEC concerns in the redesign process is
21 currently evident in an escalation request that has been filed by Eschelon, Covad
22 Communications, and Allegiance Telecom Inc., concerning Qwest's efforts to impose
23 additional testing requirements on CLECs that are contrary to interconnection agreements.
24 The escalation request is attached to this response as Exhibit 2.
25
26

1 **2. Qwest unilaterally categorized several change requests as “regulatory”**
2 **change requests that are not currently subject to CLEC prioritization.**

3 Over a month ago, Qwest conducted a vote on the prioritization of change requests
4 for IMA release 10.0. However, nine change requests were unilaterally classified as
5 “regulatory” change requests by Qwest. Qwest currently does not allow CLECs to
6 prioritize regulatory change requests, and the redesign group has been unable to reach
7 agreement on whether CLECs should be permitted to prioritize all CLEC-affecting
8 change requests.
9

10 Upon learning of these asserted regulatory change requests, CLECs requested the
11 supporting information demonstrating that the change requests met the interim, draft
12 agreed upon definition of a regulatory change request. Qwest has failed to provide
13 specific justification for categorizing the change requests as regulatory, and has only
14 provided a docket number of the Colorado Performance Assurance Plan (Docket No. 01I-
15 041T) to support several changes and FCC docket numbers (CC Docket No. 96-98) or
16 orders (FCC Decision No. 99-238) to support other changes. CLECs had requested that
17 Qwest provide the specific paragraphs or sections of the cited dockets or orders that
18 support its assertions, but Qwest refused to do so despite repeated requests.
19
20

21 Further, CLECs have requested that they be permitted to prioritize all CLEC-
22 affecting change requests including 1.) regulatory change requests, 2.) industry guideline
23 change requests, 3.) Qwest-initiated change requests and 4.) CLEC-initiated change
24 requests. CLEC have agreed that to the extent any regulatory or industry guideline
25
26

1 establishes a "date certain" for implementation of a change to an OSS interface, the
2 CLECS would agree to prioritize such change requests so that Qwest could meet the
3 required due date. Thus far, Qwest has refused to agree to the CLEC request.
4

5 Qwest's unilateral action of classifying certain CLEC-affecting change requests as
6 regulatory change requests together with its unwillingness to allow CLECs to prioritize
7 regulatory change requests, demonstrates that Qwest is truly unwilling to accept
8 significant and critical CLEC input on the design and operation of the change management
9 plan. Moreover, Qwest's unilateral action regarding prioritization of change requests for
10 IMA release 10.0 demonstrates the underlying reasons Qwest may not want CLECs to
11 prioritize regulatory and industry guideline change requests. Finally, even after Qwest and
12 CLECs had agreed upon a definition of a regulatory change request, Qwest failed to abide
13 by that definition when it classified certain change requests as regulatory change requests
14 in the prioritization of IMA Release 10.0.
15
16

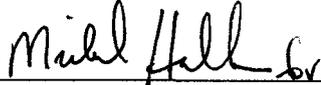
17 **C. CONCLUSION**

18 While Qwest's status report asserts that its plan is in compliance with various FCC
19 requirements, the actual operation of the plan as demonstrated by the information
20 discussed above is not compliant with FCC requirements. Moreover, WorldCom concurs
21 in the comments by AT&T that further demonstrate that Qwest's change management plan
22 does not meet the FCC's requirements. Therefore, Qwest has not at this time established
23 an effective change management plan.
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RESPECTFULLY submitted this 7TH day of December, 2001.

LEWIS AND ROCA LLP



Thomas H. Campbell
40 N. Central Avenue
Phoenix, Arizona 85007
Telephone (602) 262-5723

-- AND --

Thomas F. Dixon
WorldCom, Inc.
707 - 17th Street, #3900
Denver, Colorado 80202
Telephone: (303) 390-6206

Attorneys for WorldCom, Inc.

ORIGINAL and ten (10)
copies of the foregoing filed
this 7th day of December, 2001,
with:

Arizona Corporation Commission
Docket Control - Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-
delivered this 7th day of December, 2001,
to:

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

Jane Rodda, Administrative Law Judge
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

LEWIS
AND
ROCA
LLP

LAWYERS

1 Ernest Johnson, Director
Utilities Division
2 Arizona Corporation Commission
1200 W. Washington Street
3 Phoenix, Arizona 85007

4
5 COPY of the foregoing mailed
this 7th day of December, 2001, to:

6 Lyndon J. Godfrey
Vice President – Government Affairs
7 AT&T Communications of the
Mountain States
8 111 West Monroe, Suite 1201
Phoenix, Arizona 85003

9
10 Scott Wakefield
Residential Utility Consumer Office
2828 N. Central Avenue
11 Phoenix, Arizona 85004

12 Mark Dioguardi
Tiffany and Bosco PA
13 500 Dial Tower
1850 N. Central Avenue
14 Phoenix, Arizona 85004

15 Richard M. Rindler
Swidler & Berlin
16 3000 K. Street, N.W.
Suite 300
17 Washington, DC 20007

18 Maureen Arnold
US West Communications, Inc.
19 3033 N. Third Street
Room 1010
20 Phoenix, Arizona 85012

21 Jeffrey W. Crockett
Snell & Wilmer
22 One Arizona Center
Phoenix, Arizona 85004-0001

23
24 Richard P. Kolb
Vice President – Regulatory Affairs
OnePoint Communications
25 Two Conway Park
150 Field Drive, Suite 300
26 Lake Forest, Illinois 60045

LEWIS
AND
ROCA
LLP
LAWYERS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Andrew O. Isar
TRI
4312 92nd Avenue N.W.
Gig Harbor, Washington 98335

Darren S. Weingard
Stephen H. Kukta
Sprint Communications Co., L.P.
1850 Gateway Drive, 7th Floor
San Mateo, CA 94404-2467

Timothy Berg
Fennemore, Craig, P.C.
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012-3913

Charles Steese
Qwest
1801 California Street, Ste. 5100
Denver, Colorado 80202

Joan S. Burke
Osborn & Maledon
2929 N. Central Avenue
21st Floor
Phoenix, Arizona 85067-6379

Richard S. Wolters
AT&T & TCG
1875 Lawrence Street
Suite 1575
Denver, Colorado 80202

Michael M. Grant
Todd C. Wiley
Gallagher & Kennedy
2575 E. Camelback Road
Phoenix, AZ 85016-4240

Raymond S. Heyman
Michael Patten
Roshka Heyman & DeWulf
Two Arizona Center
400 Fifth Street
Suite 1000
Phoenix, Arizona 85004

LEWIS
AND
ROCA
LLP
LAWYERS

1 Diane Bacon, Legislative Director
2 Communications Workers of America
3 5818 North 7th Street
4 Suite 206
5 Phoenix, Arizona 85014-5811

6 Bradley Carroll, Esq.
7 Cox Arizona Telcom, L.L.C.
8 1550 West Deer Valley Road
9 Phoenix, Arizona 85027

10 Joyce Hundley
11 United States Department of Justice Antitrust Division
12 1401 H Street, N.W.
13 Suite 8000
14 Washington, D.C. 20530

15 Daniel Waggoner
16 Davis Wright Tremaine
17 2600 Century Square
18 15011 Fourth Avenue
19 Seattle, Washington 98101-1688

20 Alaine Miller
21 NextLink Communications, Inc.
22 500 108th Avenue NE, Suite 2200
23 Bellevue, Washington 98004

24 Mark N. Rogers
25 Excell Agent Services, LLC
26 2175 W. 14th Street
Tempe, Arizona 85281

Traci Grundon
Davis Wright Tremaine LLP
1300 S.W. Fifth Avenue
Portland, Oregon 97201

Mark P. Trincherro
Davis Wright Tremaine LLP
1300 S.W. Fifth Avenue, Suite 2300
Portland, Oregon 97201

Gena Doyscher
Global Crossing Local Services, Inc.
1221 Nicollet Mall
Minneapolis, Minnesota 55403-2420

25

26

LEWIS
AND
ROCA
LLP
LAWYERS

1 Penny Bewick
New Edge Networks, Inc.
2 P.O. Box 5159
Vancouver, WA 98668

3 Jon Loehman
4 Managing Director-Regulatory
SBC Telecom, Inc.
5 5800 Northwest Parkway
Suite 135, Room I.S. 40
6 San Antonio, TX 78249

7 M. Andrew Andrade
5261 S. Quebec Street
8 Suite 150
Greenwood Village, CO 80111

9 Douglas Hsiao
10 Rhythms Links Inc.
9100 E. Mineral Circle
11 Englewood, CO 80112

12 Karen Clauson
Eschelon Telecom, Inc.
13 730 2nd Avenue South
Suite 1200
14 Minneapolis MN 55402

15 Brian Thomas
Vice President Regulatory – West
16 Time Warner Telecom, Inc.
520 S.W. 6th Avenue
17 Suite 300
Portland, Oregon 97204

18 Andrea P. Harris
19 Senior Manager, Regulatory
Allegiance Telecom, Inc. of Arizona
20 2101 Webster, Suite 1580
Oakland, CA 94612

21
22
23
24
25 *Betty J. Griffin*
26

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 97I-198T

IN THE MATTER OF THE INVESTIGATION INTO U S WEST COMMUNICATIONS,
INC.'S COMPLIANCE WITH § 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996

**QWEST CORPORATION'S REPORT ON THE STATUS OF CHANGE
MANAGEMENT PROCESS REDESIGN**

--Eschelon's Comments, September 27, 2001

Qwest Corporation hereby provides its second monthly status report regarding the meetings it has held with CLEC representatives regarding the redesign of Qwest's Change Management Process ("CMP").¹ Qwest proposes that CLECs and other parties to this proceeding be given a reasonable amount of time to file comments on this report, including comments regarding impasse issues identified in the report, if any. A date certain should also be set when Qwest should file its Status Report each month, so that responding parties may plan their schedules accordingly.

I. INTRODUCTION AND BACKGROUND

Qwest and the CLEC community are continuing to redesign the CMP to address key concerns regarding the process raised by CLECs in the CMP over time, as well as in the section 271 workshops, regarding Qwest's change management process.² Qwest appreciates and commends the CLECs' active participation in these working sessions. CLEC representatives and

¹ Qwest's CMP was formerly known as the "Co-Provider Industry Change Management Process" or "CICMP." The CLECs participating in that process chose to change the name to "Change Management Process."

² Qwest has established a website where it has posted the redesign minutes and other materials. The website address is www.qwest.com/wholesale/cmp/redesign.

Qwest have held five full days of meetings since the last status report was filed. In addition, discussions about redesign issues have been held in separate conference calls, and the Parties have reviewed materials outside of the regularly scheduled CMP redesign meetings. The time and resource commitments required for the redesign effort are substantial. Although many open issues remain, the need for additional progress is not due to a lack of time commitment to the redesign effort.

As a general matter, the parties agreed to address systems issues first, then address product and process issues. The redesign process has resulted in the parties agreeing on interim solutions pending final approval on ~~many issues~~ some issues or sub-sets of issues. The interim implementation of processes may serve as a test of processes which are still under development or in need of refinement. Based on the trial implementation, further revisions can be made. In the first status report, Qwest noted that these issues included the scope of CMP, escalation and dispute resolution processes for the CMP, interim processes for change requests ("CRs") to be submitted by CLECs for systems issues, and CRs to be submitted by Qwest and CLECs relating to product and process issues. Although it appeared that at least partial interim solutions had been developed relating to these issues, the interim trial implementation has helped the Parties identify additional work that needs to be done in each of these areas, such as:

Interim Scope of CMP: The Parties agreed that the Scope of CMP encompasses changes to products and processes (including manual) and OSS interfaces that affect system functions that support or affect the capabilities for local services provided by CLECs to their end users.³ Based

³ CLECs have indicated that they interpret the Scope language to include changes to Qwest retail systems or processes when those changes affect CLECs. For example, if a dramatic improvement was made to the raw loop data tool used by Qwest retail, ensuring that CLECs are aware of the change and a

on discussions since then and the Qwest-initiated CRs submitted (and not submitted) to date, however, the Parties have identified that further discussion is needed as to whether all issues within the Scope of CMP require use of CRs and, if not, the parameters for when CRs are required. The resolution of this issue may ultimately appear in the documentation in another section, such as the types of changes, but the relationship to Scope must be addressed. In addition, a CR submitted by Qwest relating to Additional Testing has raised the issue of whether rates are within the Scope of CMP. As part of Qwest's CR, Qwest included rates that Eschelon has not been able to locate in its interconnection agreements. Qwest did not provide cost support or authority for the rates in its CR.⁴ The extent to which rates are within the Scope of the CMP needs to be addressed and, if part of the Scope, language needs to be developed with respect to this issue.

Interim Escalation and dispute resolution processes for the CMP: Questions have arisen as to when and how the escalation and dispute resolution processes for the CMP apply to Qwest. For example, Qwest submitted a CR in which Qwest stated an effective date for the change "request" in the CR. Although CLECs have objected to the requested change and its effective date, Qwest is nonetheless implementing the CR (including application of rates). The Parties have yet to discuss and agree upon the process for gaining consensus or approval of Qwest-initiated CRs. If Qwest can announce an effective date in a CR and unilaterally implement it over CLEC objection, submission of a CR is, in effect, no different from merely issuing a unilateral notification of a change. Moreover, the burden to escalate and invoke the dispute resolution process is shifted, in every case, to the CLEC. The parties need to address whether circumstances exist in which Qwest must invoke dispute resolution when CLECs do not agree with, or approve, a Qwest-initiated CR. The Core Team also needs to address whether the CR

comparable change is provided to CLECs would be within the scope of CMP. If Qwest disagrees, additional discussion will be needed with respect to this issue.

⁴ The rates identified by Qwest in its CR are associated with activities that Eschelon also conducts and thus for which Eschelon could charge Qwest in similar circumstances. Whether and how either Qwest or CLEC rates may be the subject of CRs has yet to be addressed.

may become effective or the proposed effective date is suspended while the dispute is being resolved. As a separate matter, the Core Team has also identified a need to develop an escalation process for technical issues currently addressed by Qwest's IT wholesale systems help desk.⁵

Interim process for CRs to be submitted by CLECs for systems issues: In its First Status Report, Qwest reported that Qwest and CLECs had agreed "in principle" on an interim process for CRs to be submitted by CLECs for systems issues. The specifics of that process are still under discussion, and a permanent process needs to be agreed upon. A major part of the process for systems issues is prioritization, and prioritization is an open issue that is the subject of much discussion. Processes also need to be developed with respect to CRs submitted by Qwest for systems issues.

Interim process for CRs to be submitted by Qwest and CLECs relating to product and process issues: As indicated above, the Core Team members initially agreed to address systems issues first and then turn to product and process issues. Because of the volume of product and process changes being issued by Qwest in the form of general announcements (rather than CRs), however, CLECs asked to address this pressing aspect of the product and process issues early, on an interim and emergency basis, to get some relief until a fully developed permanent process could be put in place.⁶ The large volume of changes appeared to relate to changes in product catalog or technical publication documentation that Qwest said were required by commissions

⁵ A subcommittee has been formed to address this issue initially and to bring suggested solutions back to the entire Core Team. CLECs have raised concerns about the use of subcommittees to address issues that need to be fully discussed by the entire Core Team. Use of subcommittees for extended discussions ensures that not all Core Team members are exposed to the full discussions of the issues, requires duplicate time and effort of those members who are both on the subcommittee and on the Core Team, and extends the already aggressive time commitment required of CLECs to assist in redesigning Qwest's CMP. CLECs have agreed to make this additional time commitment with respect to the escalation process but have been ensured that doing so will not limit discussion and consideration of the full group, no binding decisions may be made by the subcommittee, and other issues, if any, considered for subcommittees will be limited to those the Core Team members agree are suited for such treatment.

⁶ See "Written Summary Regarding Qwest's Proposed Process Changes for Qwest to Product, Process, and Technical Documentation" (9/25/01) at <http://www.uswest.com/wholesale/cmp/redesign.html>.

through 271 proceedings or OSS testing.⁷ Qwest proposed a high-level interim process that would address such changes. Agreement is still needed as to the criteria for determining whether a change has been mandated by a regulatory body and the amount of information that must be provided with respect to the basis for claiming a CR is regulatory. Also, although Qwest's proposal referred to changes required by 271 proceedings or OSS testing, Qwest has since interpreted the interim process to also apply to other Qwest-initiated CRs (non-"regulatory" CRs). Also, a subcommittee was formed to develop a proposal for defining the categories of changes that must be subject to a CR and those subject to only a notification. Minutes were kept of the first subcommittee meeting, but a promised follow up meeting was not held, and the full Core Team did not review or adopt proposed language relating to circumstances when CRs or notices were required. The Core Team needs to address these issues, as well as compliance with the process itself. For example, the interim process required that changes to product catalogs and technical publications would be red-lined to identify the changes, but CLECs have indicated that they do not believe this is being done. In addition to not operating to any party's satisfaction at this time, the interim process simply does not address all of the issues that need to be addressed in the long term. For the permanent process in particular, the Core Team needs to address the full process for Qwest-initiated changes, including what level of consensus or CLEC approval is required and the process for obtaining it. Discussions of the overall, long-term process for product and process has not yet begun. Those discussions are scheduled to commence after the systems section.

Since the First Report, the parties have ~~reached agreement on~~ discussed and reached tentative agreement on some language relating to exceptions to the process ~~processing~~ for OSS

⁷ Some of the changes appear to relate to SGAT language, but not all CLECs have opted in to an SGAT. As discussed below, additional discussion is needed in redesign regarding the relationship between interconnection agreements and CRs. For example, what is the process when a Qwest-initiated process change directly conflicts with a provision in a CLEC interconnection agreement.

interfaces, product and process changes (with further discussions planned to clarify the exceptions process); OSS interface change request initiation process; process for introduction of a new OSS interface; process for changes to existing OSS interface process;⁸ and process for retirement of an OSS interface. Because it is a difficult task to deal with multiple issues discretely at first, rather than in context (which must be done due to the number and complexity of the issues – one must begin somewhere), the language relating to these issues will be re-visited again when more of the document is completed and the issues can be evaluated in context. As the CMP meetings continue and some interim processes are tested, additional issues are being identified that will likely result in additional changes to this preliminary language. For example, with respect to the CR initiation process, CLECs have suggested that language needs to be developed to specify additional information that must be included as part of a Qwest-initiated, regulatory, or industry guideline type of CR. To illustrate, the CR may need to state the specific citation to the provision of a regulatory order that is relied upon as the basis for a regulatory CR. In addition, the role of “clarification” discussions needs to be examined with respect to Qwest-initiated and other non-CLEC initiated CRs. When Qwest submitted a CR relating to additional testing, the CR contained less than a paragraph of information about the proposed change. Several conversations have had to occur to clarify the change request. The Core Team needs to

⁸ The agreed implementation timeline for changes an existing OSS interface provides, among other things, for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, and affords the CLECs eighteen (18) calendar days from the initial publication of the draft technical specifications to provide written comments and/or questions relating to that documentation. Qwest will respond to CLEC comments and/or questions and sponsor a walk through meeting where CLECs' subject matter experts can ask questions of Qwest's technical team regarding specific requirements. Qwest will provide final release requirements no more than forty-five (45) calendar days from the implementation date. Qwest will also provide a thirty

evaluate whether this is the best approach or another process should be used, and the process then needs to be added to the documentation.

III. ~~AGREEMENTS REACHED-LANGUAGE DISCUSSIONS~~ ARE TRACKED IN THE INTERIM DRAFT MASTER REDLINED DOCUMENT

The parties agreed to use the OBF's Issue 2233 version 1 as a starting point for discussion and a working document. Qwest is tracking the parties' agreements in that document, which is entitled "Interim Draft Master Redlined Document." A copy of this document, reflecting tentative agreements reached through the November 13, 2001 meeting, is attached ~~hereto~~ as Exhibit A. The parties have not agreed to all of the text in the Interim Draft Master Redlined Document. For ease of reference, the portions of this document that represent the parties' initial agreements are formatted in regular typeface, while the portions of the document that have not yet been discussed appear in italic font.

As noted previously, the terms "interim" and "draft" have special significance as they are used in the document title, "Interim Draft Master Redlined Document." The ~~agreements agreed upon language~~ presented in the Interim Draft Master Redlined Document ~~represents are interim tentative~~ agreements ~~in that Qwest can implement those agreements as soon as practicable that will be subject to further review once additional issues are addressed and the document can be reviewed as a whole. To date, there has been confusion as to when Qwest is implementing some of these tentative understandings. CLECs have asked Qwest to more clearly present any proposals for interim implementation and to ensure that agreement is reached as to such implementation. At the same time, the~~ The tentative agreements remain in draft form not only

(30) day test window for any CLEC that desires to jointly test with Qwest prior to the implementation date.

because they are subject to contextual review later but also because they are subject to change throughout the redesign process. As noted earlier, interim implementation allows parties to observe the interim processes in operation, discuss them, and revise them as needed. -At the end of the redesign process, the parties will review the document as a whole, including language revised as a result of lessons learned from interim efforts, and make necessary changes to ensure that the discrete agreements reached regarding different issues fit together into a cohesive and integrated whole. The effort to achieve an overall review will include ensure action items are captured and the language is compared to existing CMP documentation, the OBF document, the tables of contents, the Colorado 18 point issues list, CLEC initial comments, and any other barometers of whether all of the relevant issues have been addressed.

As discussed, ~~t~~The parties ~~have now~~ believed they had reached agreement in principle on an interim OSS interface change request initiation process,⁹ which provided~~s~~ that Qwest and CLECs both submit CRs to request changes to OSS interfaces for. ~~Both~~ Qwest-initiated and CLEC-initiated OSS interface CRs ~~follow the agreed process.~~ See Exhibit A. ~~The process provides that Qwest will hold a clarification meeting to ensure that the intent of the CR is clear. All OSS interface CRs will be discussed and modified, if necessary, at the monthly CMP meetings. This process is incorporated in Exhibit A. Interim implementation has shown, however, that additional aspects of this process need to be addressed. During the interim period, when Qwest was to submit CRs for its proposed system changes, Qwest unilaterally announced that it had added an appointment scheduler for GUI users to a point release with a short~~

⁹ Note that the interim process was limited to “initiation” of CRs and does not address the remaining stages of the process, such as the complicated issues of prioritizing and processing system CRs.

implementation period. Point releases are not subject to prioritization. CLECs pointed out that Qwest's decision created a disparity between GUI and EDI users with respect to this issue. Qwest moved the appointment scheduler to the next, full release (which also included a scheduler for EDI users). Qwest did not, however, submit a CR for the appointment scheduler or include the appointment scheduler in the vote. Qwest indicated that it believed the appointment scheduler would benefit CLECs, but the purpose of the vote is to allow CLECs to prioritize which beneficial CRs should be worked first. Instead, Qwest devoted resources to the appointment scheduler that could have been devoted to CRs prioritized higher by CLECs. In effect, the Qwest-initiated change leap-frogged ahead of top priority CLEC-initiated CRs, even though Qwest did not submit a CR requesting the systems change. This situation has raised questions that need to be addressed by the redesign team.

~~The parties have also reached agreement in principle on processes for the introduction of a new OSS interface, changes to an existing OSS interface, and retirement of an OSS interface. Each of these processes sets forth an agreed timeline for advance notification to CLECs and the opportunity for CLECs to provide input regarding new OSS interfaces, changes to existing OSS interfaces, and retirement of OSS interfaces. These processes are incorporated in Exhibit A.~~

~~The agreed implementation timeline for changes an existing OSS interface provides, among other things, for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, and affords the CLECs eighteen (18) calendar days from the initial publication of the draft technical specifications to provide written comments and/or questions relating to that documentation. Qwest will respond to CLEC comments and/or questions and sponsor a walk through meeting where CLECs' subject matter experts can ask questions of Qwest's technical~~

~~team regarding specific requirements. Qwest will provide final release requirements no more than forty five (45) calendar days from the implementation date. Qwest will also provide a thirty (30) day test window for any CLEC that desires to jointly test with Qwest prior to the implementation date.~~

II. ISSUES DISCUSSED IN CMP REDESIGN MEETINGS

In the meetings to date, the parties' discussions have touched on a wide range of issues. ~~Many of those issues have resulted in action items or "placeholders" for discussions to be dealt with later. The Core Team needs to work through each of these issues at some point to be sure the concerns have been addressed. In response to CLEC concerns, the facilitator is making efforts to ensure that action items are captured in enough detail to include the context of the discussion so that the group is able to adequately address the issue at a later date.~~ Copies of the meeting minutes from the July 11 through September 20, 2001 meetings were attached to the prior status report. Copies of the meeting minutes for the October 2, 3, 16, 30, 31 and November 1, 2001 meetings are attached here to as Exhibit B. ~~Although meeting minutes have been distributed, the quality and timeliness of the minutes has been an issue of concern. Conversations are not transcribed, and the nature of the note taking varies from meeting to meeting. Often, another meeting has taken place before draft minutes to the previous meeting are distributed. This makes meaningful review of the minutes difficult.~~ Specifically, the parties have addressed the following issues on the Colorado Issue Log for Workshop No. 6 (1st Session), Section 12, General Terms and Conditions, CICMP, BFR, June 19-22, 2001.

Clarity and accessibility of Qwest CICMP documents (Issue CM-1). The parties have discussed the need and ability to clarify and make available Qwest's CMP documents. Qwest has agreed to CLEC requests to enhance the design of the CMP website to increase ease of

navigation and locating specific documents. Work on this issue continues. For example, CRs in addition to those initiated by CLECs (Qwest-initiated, regulatory, and industry CRs) need to be added to the Qwest wholesale CMP website. In addition, additional discussions are planned relating to the agenda (such as meaning and handling of “walk on” items) and meeting materials to ensure that parties have adequate notice and opportunity to participate meaningfully on issues of importance to them.

Definition and adequacy of Qwest’s escalation and dispute resolution process (Issue CM-2). The parties have discussed and agreed upon an escalation and dispute resolution process for the CMP. Those processes are set forth at pp. 33-35, 39-40 of Exhibit A. As described above, these agreements will remain in draft form until the conclusion of the redesign process in order to allow for any necessary adjustments. Also, as discussed above, additional issues have been identified for discussion and resolution.

Five categories of changes in SBC documents (Issue CM-3). While the parties have not fully discussed or reached agreement on the categories of changes to be included in Qwest's CMP, Exhibit A includes ~~all~~ four of the five categories of system changes included in SBC's documents. Those categories are listed in Exhibit A under the heading “Types of Change.” ~~heading “Changes to Existing Interfaces.”~~ ~~Qwest has already implemented the five categories of changes in its OSS CMP process.~~ “Production Support” is not currently listed as a type of change, at Qwest’s request. But, the production support language proposed by Qwest indicates that certain production support changes (at lower levels of severity) should be requested using a

CR. Therefore, the parties still need to address this issue and the proper handling of production support changes.¹⁰

As discussed, a number of open issues remain with respect to Qwest-initiated CRs. The parties also need to develop the process for Regulatory and Industry Guideline types of changes. As discussed above, the parties have also identified areas of disagreement about the processes applicable to each type of change and are working through those issues. This includes everything from how much and what kind of information is required at CR initiation (such as the specific citation to the source of a regulatory change) to whether and when CRs are prioritized (including whether Qwest-initiated CRs require consensus or approval) and what kind of support the changes receive after implementation. Although the types of changes have been the subject of more discussion, the process applicable to each type of change for such issues remains to be worked out.

Performance measurements for change management (Issue CM-4). Performance measurements for CMP are being discussed in the ROC TAG and are not a subject of the redesign meetings. To date, the parties to the ROC TAG have agreed upon one new performance measurement, PO-16, which measures timeliness of release notifications. The ROC TAG discussions regarding other change management measures are continuing.

Although the performance measurements themselves are not being discussed in CMP redesign, performance measurement issues have arisen. For example, the parties have had initial discussions of how and when changes to performance measurements will be made and whether

¹⁰ Although it may not ultimately be called “production support,” the redesign team needs to develop a similar process for product and process issues that arise after implementation of a product and process change.

this will be handled in any way through CMP. This issue has not been resolved or reduced to language. Also, Qwest has proposed language that would expand the definition of Regulatory CRs to include changes to improve performance when Qwest believes that the change would reduce penalties payable by Qwest. If such CRs are not subject to prioritization, they may jump ahead of operations-affecting changes prioritized by CLECs that for some reason are not associated with penalties. CLECs have opposed the proposed language and the issue remains under discussion.

Repair process subject to change management (Issue CM-5). Qwest has committed to including repair processes in CMP. The parties' agreement on the scope of the CMP reflects ~~that~~ commitment. *See Exhibit A at pp. 4-6.*

Frequency of scheduled CICMP meetings (Issue CM-6). The parties have agreed that CMP will be conducted on a regularly scheduled basis, at least on a monthly basis. At the CLECs' request, based on the volume of issues to be addressed at these monthly forums and the need for more substantive discussion, Qwest agreed to change the monthly forum format to include two separate full day meetings, with one full day dedicated to system CMP issues and one full day dedicated to product and process CMP issues.

Qwest-generated CRs (Issue CM-7). Qwest has committed to submit Qwest-originated CRs for changes to OSS interfaces, which are defined in the Interim Draft Master Redline Document as "existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users." Qwest has also agreed to submit CRs for Qwest-initiated regulatory and industry guideline changes. The meaning of this commitment has not yet been

worked out. If the commitment to “submit Qwest-initiated CRs” is to be meaningful, the submission of a CR must be distinguishable from a mere unilateral notice of a change distributed by Qwest to CLECs. If a Qwest-initiated CR may announce an effective date for a change that will be implemented irrespective of consensus or CLEC approval, the possibility arises that Qwest may, in effect, modify a CLEC’s interconnection agreement by simply running a CR through CMP and implementing it over CLEC objection. Safeguards are needed to prevent that result. The term “submit” suggests that a CR will be submitted “for approval.” The parties have yet to grapple with this issue. The piecemeal interim processes do not address this issue.

Proprietary CR (Issue CM-8). Exhibit A currently does not contain provisions for proprietary CRs. The parties have not discussed whether to include proprietary CRs in the process.

EDI draft worksheet availability (Issue CM-9). As discussed above, the parties have agreed to an interim implementation timeline for changes to an existing OSS interface, which includes a requirement for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, affords the CLECs an opportunity to provide written comments and/or questions relating to that documentation, and requires Qwest to provide final release requirements no less than forty-five (45) calendar days from the implementation date. Qwest will also provide a thirty (30) day test window for any CLEC that desires to jointly test with Qwest prior to the implementation date.

Whether CLECs have had input into the development of the CMP (Issue CM-10). CLECs that are Core Team members are actively participating in the redesign meetings. The

Core Team has agreed that it needs to develop a process for bringing the results of the Core Team redesign effort to the full CMP and allowing other CLECs to have input at that point.

WCom not allowed to vote on EDI CRs (Issue CM-12). This issue has not yet been addressed in the redesign meetings.

Scope of CMP (Issue CM-13 and 16). The parties have reached tentative agreement regarding the definition of the scope of the CMP, which is set forth in the Interim Draft Master Redlined Document. *See Exhibit A, Introduction and Scope, at pp. 4-6.* As discussed above, additional Scope issues have been identified that need to be addressed in upcoming redesign working sessions. In addition to those Scope issues, the parties also plan to discuss when an issue is within the Scope of CMP and should be handled by CR versus when an issue should be handled by the Qwest account team for that CLEC.

Whether Contents of Exhibit G should be included in SGAT (Issue CM-14). Qwest has conceded this issue, and the parties to the redesign effort have discussed revisions to SGAT Section 12.2.6. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph. Qwest's proposal regarding Section 12.2.6 is attached as Exhibit C to Qwest Corporation's Report on the Status of Change Management Process Redesign filed on October 10, 2001. Since the discussions of this SGAT language were held in Redesign, it has become apparent that the language and the relationship between the SGAT (or an interconnection agreement) and the CMP documentation needs further discussion. As indicated above, unless submission of a CR by Qwest means that some sort of approval or consensus is required of CLECs, the potential exists for Qwest to unilaterally amend the SGAT or interconnection agreements by using a CR to notify CLECs of a change that is otherwise contrary to the SGAT or interconnection agreement. For example, Qwest has

indicated that it believes its Additional Testing CR is consistent with the SGAT. Some CLECs, such as Eschelon, however, have not opted in to the SGAT. Those provisions, and those rates, are not a part of the interconnection agreement. Nonetheless, Qwest proposed to implement the CR, including imposition of rates not in the contract, on December 1, 2001, over Eschelon's objection. Discussion is needed of the relationship of CRs to interconnection agreements and how this process will be managed.

Whether Contents of Exhibit H should be included in SGAT (Issue CM-15). Qwest has conceded this issue, and the parties to the redesign effort have discussed revisions to SGAT Section 12.2.6. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph. Section 12.2.6 refers to just Exhibit G, because Exhibit H (the escalation process) is now included within Exhibit G. Qwest's proposal regarding Section 12.2.6 is attached as Exhibit C to Qwest Corporation's Report on the Status of Change Management Process Redesign filed on October 10, 2001. See supra Issue CM-14.

Processes for notification of CLECs and adequacy of process (Issue CM-17). The parties have reached preliminary agreement regarding various notification processes relating to CR processing, but have not reached final agreement on all notification process. The parties have also reached agreement on the basic categories of notifications and a naming convention for Qwest's CLEC notifications. The current process, however, is still inadequate and needs further revision. The notices remain unclear as to the precise nature of changes and the basis for those changes, and further discussion is needed as to when a notice, as opposed to a CR, is sufficient.

Documents described and as yet unidentified or unknown, which include the change request prioritization process and other links (Issue CM-18). The redesign team has begun to

discuss the change request prioritization process for systems, but has not yet reached ~~final~~ agreement. Prioritization is related to many of the other issues discussed (such as the types of changes, CR initiation process, etc.), and those issues will need to be re-addressed in light of prioritization decisions. A significant related issue yet to be discussed fully is sizing, or level of effort. Although the draft language refers to sizes of effort (small through extra large), no criteria are given for how these determinations are made.

IV. SCHEDULE FOR REMAINING DISCUSSIONS

The schedule of upcoming meetings, including proposed subjects, is attached as Exhibit C and is subject to change based on the progress made by the parties. Qwest has agreed to discuss scheduling of meetings for after the first of the year so that the parties may plan their time and arrange for travel. Eschelon asks that the schedule take into account the numerous additional CMP commitments that have been asked of CLECs since the first schedule was set. Although the year 2001 schedule included 2-3 meetings per month for redesign, the parties said at the time that the meetings would be working sessions to address all issues and minimize any time required of CLECs outside of those meetings. Since then, the number of requests for time outside of the redesign sessions has increased greatly. These requests including reviewing documents and minutes, participating in off-line conference calls and subcommittee meetings, and responding to status reports. CLECs have been requesting CMP improvements for some time, but they should not have to choose now between feast or famine. After waiting some time for change, CLECs cannot suddenly drop everything to attend to the CMP issues at the expense of the other critical issues. If there are 21 business days in a month, and 6 of those days are spent in CMP and CMP redesign meetings, at least 25% of the CLEC's business hours are spent on redesigning Qwest's CMP process. Once additional time outside of those meetings is added, the percentage gets closer to 50%. CLECs have businesses to run. While CMP issues are critical,

other critical issues also need attention. Eschelon asks that these realistic business needs and time constraints be considered in developing the calendar for 2002.

VI. CONCLUSION

Qwest appreciates the time and effort the CLECs have devoted to participating in the redesign of Qwest's CMP. Qwest is confident that the collaborative redesign process will result in an effective CMP that meets CLEC needs and is consistent with industry practices.

Dated this ____ day of November, 2001.

Respectfully submitted,

Andrew D. Crain, No. 029659
Kris A. Ciccolo, No. 17948
Qwest Corporation
1801 California Street, Suite 4900
Denver, Colorado 80202
Telephone: (303) 672-5823

ATTORNEYS FOR QWEST CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that an original and five copies of the above and foregoing **Qwest Corporation's Report on the Status of Change Management Process Redesign** was hand delivered this ____ day of November, 2001, to the following:

Mr. Bruce N. Smith
Colorado Public Utilities Commission
Executive Secretary
1580 Logan St., Office Level 2
Denver, CO 80203

and a copy has been hand delivered on the following:

****Joseph Molloy**
Colorado Public Utilities
Commission
1580 Logan St., OL-2
Denver, CO 80203

****Mana Jennings-Fader**
Assistant Attorney General
1525 Sherman St., 5th Floor
Denver, CO 80203

and a copy was served electronically to each person on the e-mail distribution list for this docket.

2

CMP Escalations and Dispute Submittal Form
Items marked by a red asterisk (*) are required.

*** CLEC Company Name:**

This escalation is submitted jointly by:

Eschelon Telecom, Inc.
Covad Communications
Allegiance Telecom Inc.

Referred to jointly as "CLECs."

*** Action Type:**

- select an action type -

Escalation

Entering a change request number is optional, but you are required to select a status (select "no change request number" if you choose not to enter a number).

Change Request Number:

CR #PC100101-5

Change Request Status:

- select one - no change request number Submitted Clarification/Evaluation
Presented Implementation CLEC Test Completed

CLECs believe that the appropriate status is "Denied" by CLECs. Qwest has listed the status as "Development."

NOTE: (Status choices on web need to be revised to include "denied" and "development.")

*** Description:**

Qwest provided this description of the CR: "Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional

Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."

*** History of Item:**

Qwest provides the following status history in its Interactive Report (*see* http://www.qwest.com/wholesale/downloads/2001/011203/CLEC_CMP_ProductProcess_Interactive_Report.PDF):

"10/01/01 - CR received by Deb Smith of Qwest
10/01/01 - CR status changed to Submitted
10/01/01 - Updated CR sent to Deb Smith
10/17/01 - CMP Meeting: Qwest presented "Description of Change" and agreed to provide detailed package for CLEC review.
Walk through meeting to be scheduled by Qwest in the late October/early November 2001 time frame.
10/31/01 - CR presented to the participating CLECs at the Redesign Session. CLECs to provide comments.
11/08/01 - Qwest Notification (Document No. PROD.11.08.R.00197.Mtce&Repair Language; Subject: Update to Product Information on Maintenance and Repair Language within EEL, UDIT, LMC and Unbundled Loop General) transmitted to CLEC"

Eschelon provided Qwest with the following summary on 12/3/01:

" We have objected to this CR on several occasions. Other CLECs have objected as well. Terry Wicks of Allegiance has said that, at a minimum, there are too many unanswered questions at this time to implement it. There is no acceptance or consensus from CLECs. (Eschelon does not believe that rates can be established through a CR.) Yet, Qwest has said that it would implement the CR on December 1st. While we can continue to deal with the process issues raised by this approach in Re-Design, today is December 3rd, so we need to know ASAP that this particular CR has not been implemented (or, if implemented, in which states). Qwest does not have the authority to implement the rates in this CR in all states and circumstances described or to refuse trouble tickets, at least as to Eschelon (and others that have opted in to the same AT&T/WCOM contracts). Because it appears that Qwest plans to show the charges on the bill as "miscellaneous" charges, the charges will be difficult, if not impossible, to identify. We need to ensure that no unauthorized charges are placed on our bill. **Please let us know what activities were taken pursuant to this CR and what steps have been taken to ensure that unauthorized charges will not appear on our bill.**

As we discussed, Qwest did not provide citations to any interconnection agreements in its CR. Terry Wicks said at last week's re-design meeting that, when Qwest presented its CR at the CMP meeting, he asked whether Qwest had reviewed all contracts to be sure that all interconnection agreements required the process and rates in

the CR. Terry said that Qwest said it had done so. Eschelon asked Qwest to provide the citations to all of its contracts upon which Qwest relied for its CR. At a later meeting, Qwest agreed to do so. Qwest was later able to provide citations to interconnection agreements for only 3 of the 6 states in which Eschelon has switches (*see* email, copied at end of this email, from Dennis Pappas of Qwest). The rates cited are from the collocation sections of the rate attachments, and it is at least unclear that these rates were intended to apply to this situation. Moreover, the cited interconnection agreement language refers to a trouble isolation charge. It appears that Qwest plans to charge a testing charge, in addition to a trouble isolation charge, in some circumstances. For a fourth contract (Colorado), Qwest provided a citation to language but said "the rates were not noted in your ICA." (*See* email copied below.) Qwest provided no language or rates for MN or OR. Although the CR specifically states that Qwest will "bill the CLEC the appropriate charges that are in their Interconnection agreement," Qwest said on telephone and conference calls that it plans to charge CLECs retail or SGAT rates when a rate is not in the interconnection agreement. (Qwest's rates and basis for charging rates should be formally documented and not gathered from telephone conversations.) Qwest has provided no basis for charging Eschelon retail or SGAT rates, nor does Eschelon agree that those rates apply to Eschelon (which has not opted in to an SGAT). Moreover, Eschelon also provides testing in similar circumstances, and Qwest has not indicated that it intends to pay Eschelon for that testing. If Qwest can charge this rate, Eschelon should also be able to charge Qwest, particularly when Eschelon has to dispatch a technician to prove to Qwest that the trouble is in Qwest's network. Nonetheless, Dennis Pappas of Qwest has said that Qwest will not pay CLECs for providing the same services. Eschelon disagrees.

As Eschelon has previously indicated to Qwest, for the three interconnection agreements for which Qwest provided citation to language and rates (AZ, UT, WA), Eschelon does not agree that the language necessarily applies in the way that Qwest plans to implement it. For example, none of the contract language states that Qwest may refuse to accept a trouble ticket without test results, but Qwest's CR says that it will do so (and, in fact, Qwest has already started doing so, according to participants at the re-design meeting). The number of questions that CLECs have raised in meetings and conference calls is a reasonable indication that the documentation provided by Qwest to date is inadequate. Also, if Qwest is applying the testing process and charges consistently with interconnection agreements (and only when authorized by interconnection agreements, it is unclear why a CR was necessary. What is the "change" that Qwest is requesting?

At last week's re-design meeting, Michael Zulevic of Covad said that the CR is also not consistent with the SGAT language on this issue. I am not familiar with that issue, so I suggested to you on a break that you should follow up with him on that. Eschelon has not opted in to the SGAT.

As we have discussed with Qwest, Eschelon already performs testing. While it plans to continue doing so, its greatest objections to this CR are the rates, the manner in which Qwest plans to show the information on the bill (which is not specific enough for verification of charges), and the way this CR/process has been handled. Eschelon does not want it to set a precedent suggesting that this is acceptable going forward.

Many issues remain disputed, unanswered, or unclear. The interconnection agreement language cited by Qwest specifically requires the parties to work

"cooperatively." As we discussed at the re-design meeting, the process used for collocation decommissioning has aspects that could be used as a model in the future for cooperatively reaching agreement. In the meantime, however, Eschelon's immediate concern is ensuring that this CR is not implemented inappropriately. Please let me know what Qwest has in place today and, if this CR has not been suspended, whether it will be.

EMAIL FROM DENNIS PAPPAS OF QWEST:

[NOTE: Dennis called Garth Morrisette of Eschelon to indicate that the "critical sentence," referred to below, was that Qwest is relying upon tariffs for the rates not found in the contracts. On separate calls, Qwest has said that, if there is no rate in the interconnection agreement, Qwest will charge the SGAT rate. Eschelon has not opted in to the SGAT.

With respect to the citations to language below (except rates), the cites below are from Attachment 5 to the interconnection agreements."]

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 3:55 PM
To: Morrisette, Garth M.
Subject: Re: Optional Testing Response

Call me at your convience, there is a critical sentence that I left out that I need to clarify. Thanks!

"Morrisette, Garth M." wrote:

Thanks Dennis - I'll review this and call you or our account team if I have questions.

Garth.

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 2:19 PM
To: gmmorrisette
Subject: Optional Testing Response

Good afternoon Garth

Just a recap for you. The language mentioned during our meeting was in AZ, UT and WA. In all three agreements, 3.2.17 spoke to responsibility for trouble resolution and 6.2.20.1.1 speaks to the billing of charges depending on where the trouble was isolated.

In CO, the language is in sections 5.1.17, 5.1.25 and 5.2.20.

The rates associated with these sections in AZ is in schedule 1 - attachment 1 under Common elements. Maintenance 1/2 hour increments - Regular is \$22.20 for each 1/2 hour and Overtime is \$31.57 for each 1/2 hour.

Rates in the UT and WA agreement are noted as "Maintenance Labor" and are - Basic \$26.97 / Overtime \$35.87 in UT and Basic \$25.36 / Overtime \$33.73 in WA.

Language existed in CO but the rates were not noted in your ICA. In this instance, we referenced the Tariff to get rates for Basic, Overtime and Premium "Additional Labor other" of \$28.91, \$38.61 and \$48.33 respectively.

Call me with any questions or contact your Account Team representative for additional details. Thank You

Dennis Pappas - Product Manager"

Allegiance provided the following information on 12/3/01:

"Allegiance Telecom has strong concerns regarding Qwest's implementation of the Additional Testing CR and insists that Qwest suspend implementation of Additional Testing charges until Qwest demonstrates the needs for such charges and terms, rates, and conditions for Additional Testing are mutually agreed to by both parties. As Terry Wicks has been stating in the CMP meetings, Allegiance is concerned about numerous unanswered questions concerning the Additional Testing CR, including the rates that Qwest is proposing to charge and the manner in which those rates would be included on an invoice. Since Qwest has not adequately responded to Allegiance's and other CLEC's repeated requests for clarification of this process, Allegiance requests that this CR be immediately suspended and that Qwest clarify the terms, rates and conditions it is proposing for such testing.

It is Allegiance's position that rates must be contained in an effective tariff or an interconnection agreement. Thus, until such time as Qwest has clearly articulated the terms, rates and conditions for Additional Testing and our companies have concluded an amendment or Qwest has an effective tariff, Allegiance can not be held liable for any charges for Additional Testing."

Covad provided the following information to Qwest on 12/4/01:

"I could not agree more strongly with Karen on the issue of additional testing. As I stated at last week's meetings, not only does Covad find the proposal made by Dennis Pappas and Bill Campbell unacceptable, but it is also inconsistent with the language negotiated during the SGAT 271 workshops. This is exactly the kind of unilateral action historically taken by Qwest that has led to the need to redesign the Change Management Process. It was my understanding that the proposal was being tabled and re-thought and that Qwest would seek agreement with CLECs through the

Change Management Process prior to implementation. I sincerely hope this is still Qwest's plan."

*** Reason for Escalation / Dispute:**

Qwest has denied the request of CLECs to suspend the CR at least while clarifying the unanswered questions and attempting to gain consensus when possible. Implementation of the CR violates interconnection agreements with CLECs. Many questions remain unanswered. Escalation is urgent, because Qwest has already implemented the CR over CLECs' objections. With so many unanswered questions, CLECs cannot even determine exactly what has been implemented and whether their individual interconnection agreements are being handled differently. Also, because of the manner in which Qwest is handling the billing of the charges per this CR, bill verification is difficult if not impossible.

CLECs believe that Qwest should be the party responsible for initiating an escalation in this case, because Qwest did not clarify the process and was unable to gain CLEC consensus or approval before implementing its CR. Because Qwest has not initiated the escalation, however, CLECs initiate this escalation.

*** Business Need and Impact:**

For all of the reasons stated above and in meetings and conference calls on this issue, the business need/impact associated with this CR is substantial. This is particularly true because of the potential precedent set by this CR for the handling of future CRs and implementation of rates.

*** Desired CLEC Resolution:**

Suspend implementation of Qwest-initiated CR #PC100101-5 (process and rates).

Review any steps that Qwest has taken to make system changes, train people, or otherwise implement this CR universally at Qwest to ensure compliance with particular interconnection agreements (e.g., interconnection agreements with Eschelon, Covad, and Allegiance in each state). This includes re-training, etc., as to the differences among various interconnection agreements, as well as difference from the SGAT. (Eschelon, Covad, and Allegiance each has an interconnection agreement with Qwest, and none of these CLECs has opted into the SGAT.)

Provide documentation showing that Qwest has trained its personnel and taken other steps to ensure compliance with individual interconnection agreements, including differences in those agreements as compared with the SGAT.

Begin a collaborative effort (similar to that used for collocation decommissioning) to develop an improved process and, when possible, gain consensus before implementation.

Ensure that part of the process is to provide accurate bills that reflect interconnection agreement rates and provide sufficient information for bill verification. If no consensus can be reached, Qwest should then be responsible for escalation before implementation.

Ensure reciprocity so that CLECs may recover their costs in the same circumstances in which Qwest is allowed to recover its costs for such testing.

CLEC Contact Information

Allegiance:

Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc
469-259-4438
terry.wicks@algx.com

Covad:

Michael Zulevic
Director-Technical/Regulatory Support
Covad Network Planning and Capacity Mgmt.
520-575-2776
mzulevic@Covad.COM

Eschelon:

Lynne Powers
Executive Vice President
Eschelon Telecom, Inc.
612-436-6642
flpowers@eschelon.com