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BEFORE THE ARIZONA CORPORATION COMMISSION

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COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

Arizona Corporation Commission
DOCKETED

JAN 30 2007

DOCKETED BY *NR*

IN THE MATTER OF THE APPLICATION OF
THE COMPLAINT OF ESCHELON
TELECOM OF ARIZONA, INC. AGAINST
QWEST CORPORATION

DOCKET NO. T-01051B-06-0257
T-03406A-06-0257

**NOTICE OF FILING DIRECT TESTIMONY
OF PAMELA GENUNG**

The Arizona Corporation Commission Utilities Division ("Staff") hereby provides Notice of Filing of the Direct Testimony of Pamela Genung (Redacted Version). A Confidential version of Pamela Genung's Direct Testimony has also been provided under seal to the Commissioners, their Assistants, the assigned Administrative Law Judge and the parties that have signed the Protective Agreement in this case.

RESPECTFULLY SUBMITTED this 30th day of January 2007.

Maureen Scott by JMA

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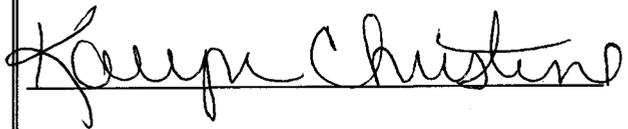
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**DIRECT
TESTIMONY
OF
PAMELA GENUNG**

DOCKET NOS. T-01051B-06-0257

&

T-03406A-06-0257

**IN THE MATTER OF THE COMPLAINT OF
ESCHELON TELECOM OF ARIZONA, INC.
AGAINST QWEST CORPORATION**

(REDACTED)

JANUARY 30, 2007

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM A. MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN K. MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF)
ESCHELON TELECOM OF ARIZONA, INC.)
AGAINST QWEST CORPORATION)
)
_____)

DOCKET NOS. T-01051B-06-0257
T-03406A-06-0257

REDACTED

DIRECT
TESTIMONY
OF
PAMELA GENUNG
PUBLIC UTILITIES ANALYST IV
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION

JANUARY 30, 2007

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EXECUTIVE SUMMARY
ESCHELON TELECOM OF ARIZONA, INC. FORMAL COMPLAINT
AGAINST QWEST CORPORATION
DOCKET NOS. T-01051B-06-0257 AND T-03406A-06-0257

Eschelon Telecom of Arizona, Inc. ("Eschelon"), a Competitive Local Exchange Carrier ("CLEC") authorized to provide facilities-based local telecommunications service in Arizona, filed a Complaint against Qwest Corporation ("Qwest"), an Incumbent Local Exchange Carrier ("ILEC"), on April 14, 2006 with the Arizona Corporation Commission ("ACC" or "Commission"). The Complaint addresses the alleged refusal by Qwest to provide repairs for disconnects in error and Qwest's alleged refusal to expedite orders for unbundled loops without Eschelon signing an amendment to the Qwest – Eschelon Interconnection Agreement imposing a \$200 per day expedite fee. This particular Complaint involves a disconnect-in-error for a DS1 loop serving a rehabilitation center in Arizona.

Staff's analysis indicates that the Commission approved Eschelon's opt-in to the AT&T Interconnection Agreement on April 28, 2000. Expedite Procedures were already in place at the time. The Expedite Process is a procedure that is followed when a CLEC requests an earlier due date than the standard interval from Qwest for the installation of wholesale products and services to meet customer service needs. The Qwest – Eschelon Interconnection Agreement indicates that Qwest shall provide Eschelon the capability to expedite a service order. The Agreement also allows Qwest the ability to charge a fee for the Expedite. The Change Management Process ("CMP") is a significant factor in Staff's analysis of the Complaint because the CMP provides a means to address changes to the processes and procedures contained in Qwest's Product Catalog ("PCAT"). The processes and procedures are necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing, maintenance and repair services from Qwest. The CMP indicates that the rates, terms, and conditions set forth in any CLEC Interconnection Agreement between the CLEC and Qwest shall prevail when there is a conflict with the changes implemented through CMP and the provisions of the Interconnection Agreement.

Staff concludes that:

- (1) Qwest did not adhere to the terms and conditions of the current Qwest – Eschelon Interconnection Agreement, which allows Eschelon the capability to expedite orders, when Qwest denied this option without Eschelon signing an amendment to the Agreement. Qwest should continue to support the same Expedite Process that has been used in the past for all products and services (including unbundled loops) if the order meets any of the Emergency criteria or conditions or where the customer's safety may be an issue if the Expedite is not processed. No additional charge should be applied beyond the standard installation charge.
- (2) Qwest should continue with the enhancement to the Expedites & Escalations Overview Process, as originally requested by Covad, offering an option to CLECs to expedite orders when the situation does not meet the emergency criteria or conditions. This option should be offered to all

CLECs via an amendment to the CLEC's current Interconnection Agreement and may involve a charge when the option is utilized by the CLEC.

- (3) The Qwest – Eschelon Interconnection Agreement does allow Qwest the ability to impose a fee on Eschelon for expediting orders. Until recently, common practice has been that Qwest has chosen not to charge an additional expedite fee for all products/services that met certain emergency conditions/criteria. Qwest should reimburse the additional \$1800 plus interest (if applicable) that was charged to Eschelon in this particular Complaint.
- (4) Due to the nature of this particular Complaint which stemmed from an Eschelon caused error in disconnection of an incorrect number, Eschelon should implement a training or refresher training program for its representatives stressing the importance of accuracy when ordering changes to their customer's service in order to try to avoid or minimize unnecessary customer service outages.
- (5) Qwest should include a definition of designed and non-designed services in its Arizona tariffs.
- (6) Qwest and the CLECs should include expedites of the installation of Unbundled Loops in their Interconnection Agreement negotiations.
- (7) Staff recommends that a performance measurement for expedites of Unbundled Loops be developed through CMP and that the rate(s) for expedites be considered as part of the next cost docket.

1 **1. INTRODUCTION**

2 **Q. Please state your name, occupation, and business address.**

3 A. My name is Pamela Genung. I am a Public Utilities Analyst employed by the Arizona
4 Corporation Commission (“ACC” or “Commission”) in the Utilities Division (“Staff”).
5 My business address is 1200 West Washington Street, Phoenix, Arizona 85007.

6
7 **Q. Briefly describe your responsibilities as a Public Utilities Analyst.**

8 A. In my capacity as a Public Utilities Analyst, I provide information and analysis to the
9 Utilities Staff on telecommunications tariff filings, major industry issues, and matters
10 pertaining to major applications such as the formal Complaint of Eschelon Telecom of
11 Arizona, Inc. versus Qwest Corporation filed on April 14, 2006.

12
13 **Q. Please describe your educational background and professional experience.**

14 A. I received an International Master of Business Administration from Gardner-Webb
15 University in 2004 and a Bachelor of Science degree from Gardner-Webb University in
16 2002. I have been employed in the telecommunications industry for twenty-seven years
17 with companies such as Contel of New York, GTE, Citizens Communications, and CT
18 Communications. I have also performed outsourced work for BellSouth. My professional
19 experience includes operator services, customer services, facility provisioning and
20 engineering, outside plant, access services, operations, legal, and regulatory. The last five
21 years of my telecommunications experience were in legal and regulatory for the External
22 Affairs division of CT Communications, Inc. I have been with the Arizona Corporation
23 Commission Utilities Division since April 2006.

1 **2. BACKGROUND**

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

3 A. The purpose of this testimony is to present Staff's understanding of facts pertaining to the
4 Complaint filed by Eschelon Telecom of Arizona, Inc., ("Eschelon") against Qwest
5 Corporation ("Qwest") on April 14, 2006. This testimony also contains Staff's analysis
6 and recommendations.

7
8 **2.1 SUMMARY OF THE COMPLAINT**

9 **Q. Please summarize Staff's understanding of the Complaint in this proceeding.**

10 A. On April 14, 2006, Eschelon filed a Complaint against Qwest with the ACC. Eschelon is
11 seeking immediate relief for Qwest's refusal to honor its Interconnection Agreement
12 obligations with Eschelon. This Complaint cites a specific case in which Qwest refused to
13 expedite an order for an unbundled loop without Eschelon signing an amendment to its
14 Interconnection Agreement which would have imposed a \$200 per day expedite fee. The
15 Complaint also addresses Qwest's refusal to provide repairs for disconnects in error under
16 the repair and expedite language contained in the Qwest – Eschelon Interconnection
17 Agreement.

18
19 Key points of the Complaint pertaining to the specific customer cited in Eschelon's
20 Complaint are as follows:

- 21 • On March 8, 2006, Eschelon attempted to move a telephone number in an
22 individual client's room at the [Named Customer]¹ from an analog 2-wire

¹ [Named Customer] provides rehabilitation services 24/7 to children and adults residing at the Center that have disabilities, specifically those with high level medical and urgent care needs. See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406A-06-0257, Eschelon Telecom of Arizona, Inc. Complaint, on Pages 8-9, Paragraphs 22 & 23, April 14, 2006.

1 unbundled loop to the [Named Customer's] DS1 loop so Eschelon could
2 eventually disconnect the analog loop.

- 3 • Eschelon erred in filling out the Local Service Request ("LSR"), that was provided
4 to Qwest, with the wrong circuit identification number which resulted in a
5 disconnect of the customer's DS1 loop at 10:02 a.m. on March 15, 2006.
- 6 • After the Customer notified Eschelon of the out of service condition, Eschelon
7 opened a repair ticket at 10:23 a.m. on March 15, 2006 advising Qwest of the need
8 to promptly restore the service. At the time, Eschelon was unaware that it had
9 erroneously ordered a disconnect.
- 10 • Qwest located a missing cross connect in the central office and reconnected the
11 DS1 loop at 10:32 a.m.
- 12 • The Customer confirmed service was working again in the individual room.
- 13 • On March 16, 2006 at 11:26a.m., Eschelon was notified by the Customer that it
14 was out of service again.
- 15 • Not fully aware of the erroneous disconnect order, Eschelon attempted to open a
16 second repair ticket with Qwest regarding the DS1 loop. During the call to Qwest
17 repair, Eschelon was informed that a disconnect order had been placed against the
18 circuit and that Eschelon would have to submit a new order to restore the service.
19 Upon further investigation through Eschelon's customer service group, Eschelon
20 determined that it had submitted an order to Qwest in error to disconnect the
21 wrong circuit.
- 22 • As requested by Qwest, Eschelon submitted an order for a new DS1 loop for its
23 Customer with the standard 5-day interval due date for loops.
- 24 • On March 16, 2006 at 5:09 p.m., Qwest approved the 5-day due date.
- 25 • On March 17, 2006, Eschelon contacted Qwest to open escalation tickets
26 requesting an expedite on the order. After several conversations and voice

1 messages to escalate through Qwest's management throughout the day, Qwest
2 denied Eschelon's request to expedite the order because Eschelon had not signed
3 an expedite amendment to the Qwest – Eschelon Interconnection Agreement.

- 4 • On March 18, 2006, due to the prolonged period that Eschelon's customer was out
5 of service, Eschelon placed an Access Service Request ("ASR") for a special
6 access DS1 private line circuit with a requested due date of March 18, 2006.
7 Eschelon incurred approximately an additional \$1,800 in non-recurring charges to
8 have the order expedited.
- 9 • Eschelon was required to supplement the ASR to change the due date from March
10 18, 2006 to March 20, 2006.
- 11 • Eschelon's customer was without service from at least 11:26 a.m. on March 16,
12 2006 until 5:30 p.m. on March 20, 2006.

13
14 A full chronology as conveyed by Eschelon in response to Staff's Data Request No. 3
15 is provided in Attachment 1.

16
17 **Q. Please summarize Eschelon's position.**

18 A. Eschelon has taken the position that Qwest has violated the terms and conditions of the
19 Qwest - Eschelon Interconnection Agreement by requiring Eschelon to sign an
20 amendment to its Interconnection Agreement before Qwest will restore service and
21 refusing to provide the capability to expedite orders under its current Interconnection
22 Agreement. Eschelon also believes that Qwest is in violation of the billing and dispute
23 resolution provisions of the Qwest – Eschelon Interconnection Agreement.

24
25 Eschelon's position is that under the terms of the Qwest – Eschelon Interconnection
26 Agreement, Qwest has previously granted Expedited orders for unbundled loops in

1 Arizona. Even though its Interconnection Agreement indicates that expedite charges may
2 apply,² Qwest has not always applied expedite charges especially in certain outage and
3 emergency situations. The Qwest – Eschelon Interconnection Agreement has not changed
4 in any respect since Qwest formerly granted such Expedite requests.

5
6 Eschelon has also taken the position that Qwest has violated state and federal law and the
7 public interest, specifically within the nondiscrimination requirements of Section
8 251(c)(3) of the Act. Pursuant to those requirements, Qwest must provide access to UNEs
9 on nondiscriminatory terms for all CLECs and Qwest itself. Eschelon’s position also
10 indicates that Qwest’s refusal to grant an expedite request has resulted in end user harm in
11 Arizona.

12
13 **Q. Please summarize Qwest’s position.**

14 A. Qwest’s position is that they have abided by the terms of the Qwest – Eschelon
15 Interconnection Agreement. Qwest has indicated that the Qwest – Eschelon
16 Interconnection Agreement calls for mutually developed Expedite Procedures to be
17 followed. Qwest believes that Qwest and the industry developed methods to expedite
18 orders for unbundled loops in the “Commission-approved” CMP but Eschelon refuses to
19 adhere to it. Qwest also believes that it did provide Eschelon with the capability to request
20 expedite orders for unbundled loops but Eschelon would not opt into the process. Qwest
21 also believes that the repair provisions in the Qwest – Eschelon Interconnection
22 Agreement do not apply to this case since Eschelon instructed Qwest to disconnect the
23 customer’s circuit. In addition, Qwest also believes that the dispute resolution provisions

² See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 3.2, Subsection 3.2.4.4, Page 14.

1 and the bill reconciliation provision do not concern service disruption, therefore, are not
2 applicable in this case.

3
4 Qwest takes the position that the previously expedited orders for unbundled loops for
5 Eschelon were expedited pursuant to the Expedite Process then in effect, as approved in
6 the CMP. The CMP is the vehicle by which processes that underlie the CLEC
7 Interconnection Agreements are created and modified. Although the former Expedite
8 Process did not have rates associated with expediting orders for unbundled loops, the
9 Expedite Process adopted through the CMP in July 2005 contained the \$200 per day rate.

10
11 Qwest also denies any allegations that it has violated State and Federal Law.

12
13 **2.2 INTERCONNECTION AGREEMENT DESCRIPTION AND PURPOSE**

14 **Q. Please describe an Interconnection Agreement and its purpose.**

15 A. An Interconnection Agreement is a binding, legal document between an incumbent local
16 telephone company and a competitive local telephone company that establishes rates,
17 terms, and conditions for local interconnection between the companies. Rates, terms, and
18 conditions may vary by individual agreement depending on the types of service being
19 offered or requested, such as resale and/or the purchase of unbundled network elements.
20 The Interconnection Agreement allows for the transmission and termination of calls over
21 the interconnected networks of both companies.

22
23 **2.3 EXPEDITE PROCESS DESCRIPTION AND PURPOSE**

24 **Q. Please describe the Expedite Process and its purpose.**

25 A. The Expedite Process is a procedure that is followed when a CLEC requests an earlier due
26 date than the standard interval from Qwest for the installation of wholesale products and

1 services. The purpose of the Expedite Process is to allow a CLEC the opportunity to meet
2 subscriber service needs.

3
4 **2.4 CMP DESCRIPTION AND PURPOSE**

5 **Q. What is the CMP?**

6 A. The CMP is a means through which information about Qwest's system and process
7 changes which may impact the CLEC's business are conveyed to CLECs and through
8 which CLECs may request changes to Qwest systems and processes.

9
10 **Q. Why is the CMP relevant to Eschelon's Complaint?**

11 A. All CLECs facing processes are created, modified/changed, or discontinued through the
12 CMP. In addition, the CMP is often the only means recognized by Qwest to request
13 changes.

14
15 **Q. What role did the CMP play in this particular case?**

16 A. Qwest has based its position on the CMP.

17
18 **Q. Please describe the Change Management Process and its origin.**

19 A. The CMP is a process that developed as a result of the Section 271 proceeding. The
20 Section 271 proceeding imposed certain conditions that must be satisfied in order for the
21 Federal Communications Commission ("FCC") to allow a Bell Operating Company
22 ("BOC"), such as Qwest, to provide in-region, interLATA telecommunications services.
23 The conditions in Section 271 were intended to determine the extent to which local phone
24 service is open to competition.

25

1 Staff's Supplemental Report, dated May 8, 2002, recommended to the Commission that
2 Qwest's CMP and Stand-Alone Test Environment ("SATE") are 271 compliant, subject to
3 implementation of certain recommendations. The Supplemental Report recognized
4 specific criteria that the FCC identified in determining whether the CMP and SATE of a
5 BOC are adequate. Three specific criteria relevant to this Complaint are:

- 6 1. Competing carriers have substantial input in the design and continued
7 operation of the CMP.
- 8 2. The CMP defines a procedure for the timely resolution of Change
9 Management disputes.
- 10 3. The CMP provides for timely, complete, and accurate notification and
11 documentation of upcoming changes in a reasonable manner such that the
12 efficient competitor has a meaningful opportunity to compete.

13
14 On August 28, 2003, in Commission Decision Number 66224, the Commission ordered
15 adoption of Staff's Supplemental Report on Qwest's Change Management Process and
16 Stand-Alone Test environment in addition to immediate implementation of several
17 recommendations.

18
19 **Q. Please summarize the purpose of the CMP.**

20 A. The CMP provides a means for changes to be made to Operations Support Systems
21 ("OSS") Interfaces, Products, and Processes. Changes that are addressed through CMP
22 may include those that support or affect pre-ordering, ordering/provisioning,
23 maintenance/repair and billing capabilities, and production support issues surrounding
24 local exchange services provided by CLECs to their end-users.

1 **Q. How is the CMP managed?**

2 A. CMP is managed by CLEC and Qwest representatives each having distinct roles and
3 responsibilities. Regular monthly meetings are held jointly between Qwest, CLECs, and
4 State Commissions (as needed) to exchange information on issues such as how the process
5 is working, the status of existing changes, the need for new changes, and what changes
6 Qwest is proposing. Qwest notifications for product, process, and system changes are
7 issued as another means to manage CMP.³ The process also allows for escalation to
8 resolve disputes.

9
10 **Q. Does the CMP have complete authority in implementing changes?**

11 A. No, the CMP document provides that "in cases of conflict between the changes
12 implemented through this CMP and any CLEC Interconnection Agreement (whether
13 based on the Qwest Statement of Generally Available Terms and Conditions ("SGAT") or
14 not), the rates, terms, and conditions of such Interconnection Agreement shall prevail as
15 between Qwest and the CLEC party to such Interconnection Agreement."⁴

16
17 It is also mentioned that "if changes implemented through this CMP do not necessarily
18 present a direct conflict with a CLEC Interconnection Agreement, but would abridge or
19 expand the rights of a party to such Agreement, the rates, terms and conditions of such
20 Interconnection Agreement shall prevail as between Qwest and the CLEC party to such
21 Agreement."⁵

³ See Arizona Corporation Commission Docket No. T-03406-A-06-0257, Docket No. T-01051B-06-0257 Qwest Corporation Direct Testimony of Jill Martain, August 28, 2006, on Page 8.

⁴ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

⁵ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

1 This same language appears in CMP notices to inform CLECs receiving the notice that it
2 does not apply to them if it conflicts with their Interconnection Agreements. Therefore,
3 changes made through the CMP may affect some, but not all, CLECs depending on the
4 terms of their Interconnection Agreements.⁶
5

6 **Q. Please describe how CLECs request a change from Qwest.**

7 A. CLECs can use the CMP to request two categories of changes; products/processes and
8 system changes. A CLEC's product/process change proposal is submitted to Qwest via a
9 Change Request through the cmDcr@qwest.com mailbox. Qwest then reviews the
10 Change Request to obtain a high level understanding of the change being requested by the
11 CLEC. Qwest subsequently schedules a call with the CLEC and Qwest representatives to
12 clarify the request. The CLEC presents the proposed change at the next monthly CMP
13 meeting. Afterwards, Qwest evaluates the Change Request in more detail and develops a
14 draft response. In Qwest's response to the CLEC, it advises the CLEC whether the
15 Change Request is accepted or denied. If the proposed change is denied, Qwest provides
16 the CLEC with the reason for the denial.⁷
17

18 **Q. What happens to the Change Request if it is accepted by Qwest?**

19 A. If the proposed change is accepted by Qwest, at least one week prior to the next scheduled
20 Monthly CMP Product/Process Meeting, Qwest will post its response to the Web, add the
21 response to the CMP Database, and send all CLECs a notification via email. The Qwest
22 response is presented at the next Monthly CMP Product/Process Meeting. Participating
23 CLECs are provided the opportunity to discuss, clarify, and comment on Qwest's

⁶ See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406-A-06-0257, Eschelon Telecom of Arizona, Inc. Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 16.

⁷ See Direct Testimony of Jill Martain, August 28, 2006, on Page 8, lines 24-27.

1 response. Based on the comments received at the meeting, Qwest may revise its response
2 and issue a modified response at the next monthly meeting. Within ten business days after
3 the monthly meeting, Qwest will notify the CLECs of Qwest's intent to modify its
4 response.⁸

5
6 If the CLECs accept Qwest's response, the following may result:

- 7 • The response answered the Change Request and no further action is
8 required
- 9 • The response provided an implementation plan for a product/process to be
10 developed
- 11 • Qwest denied the CLEC Change Request and no further action is required
12 by the CLEC⁹

13
14 If the CLECs have accepted Qwest's response, Qwest will provide a notice of planned
15 implementation of the pending change. Qwest will issue the notification at the time it
16 intends to implement a CLEC originated change. More than one notification may be
17 issued and may continue to be issued until the Change Request is closed. The
18 notifications will adhere to the notification standards for Level 1, Level 2, and Level 3
19 changes. If the change is not specifically captured in the existing Level categories, or if
20 the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification
21 schedule. When the CLECs have determined that no further action is required, the
22 Change Request will be closed.¹⁰

⁸ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

⁹ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

¹⁰ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

1 **Q. What are the reasons that Qwest may deny the CLEC's proposed Change Request?**

2 A. Qwest may deny the proposed change for one or more of the following reasons:

- 3
- 4 • Technologically not feasible
 - 5 • Regulatory or legal reasons prohibiting the change
 - 6 • Outside the scope of CMP
 - 7 • Economically not feasible
 - 8 • Requested change does not result in a reasonably demonstrable business
9 benefit to Qwest or the requesting CLEC or does not result in a customer
10 service improvement¹¹

11 **Q. What happens to the Change Request if it is denied by Qwest?**

12 A. If the Change Request is denied due to it being economically not feasible, the CMP
13 Special Change Request Process may be invoked. Otherwise, all CLECs are notified of
14 Qwest's response at least one week prior to the next scheduled monthly CMP
15 Product/Process Meeting at which time Qwest will present the response. Participating
16 CLECs are provided the opportunity to discuss, clarify, and comment on Qwest's
17 response. Based on the comments received at the monthly CMP Product/Process Meeting,
18 Qwest will notify the CLECs of Qwest's intent to modify its response.¹²

19
20 If the CLECs do not accept Qwest's response, any CLEC can escalate or dispute the
21 Change Request in accordance with the CMP Escalation Process¹³ or Dispute Resolution¹⁴

¹¹ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

¹² See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

¹³ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 98-99.

¹⁴ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 100.

1 Process. If the originating CLEC does not agree with the determination to escalate or
2 pursue dispute resolution, it may withdraw its participation from the Change Request. At
3 that point any other CLEC may become responsible for pursuing the Change Request.
4 Written notification must be provided to the Qwest CMP Manager at cmpr@qwest.com.
5 Qwest will make note in the status history of the interactive reports that the Change
6 Request has been escalated. The Change Request status will reflect the stage of the
7 Change Request as it progresses.¹⁵

8
9 If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at
10 the present time, they may request Qwest to status the Change Request as Deferred. The
11 Change Request will remain as Deferred and CLECs may reactivate the Change Request
12 at a later date.¹⁶

13
14 **Q. Are CLECs allowed an opportunity to participate in Qwest's development of an**
15 **accepted proposed change request to a product or process?**

16 **A.** Yes, when a Change Request is handled as a Level 4 change, CLECs are provided an
17 opportunity to have input into the development of the change prior to implementation.
18 Otherwise, CLECs are allowed a specified time period, between seven and fifteen
19 calendar days depending on the level of change, to provide written comments on the
20 Change Request notifications that are identified as Level 2, 3, or 4.¹⁷

21

¹⁵ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

¹⁶ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

¹⁷ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 40-41 and 43-44.

1 Ad-hoc meetings are held as necessary to discuss the proposed change. The complexity of
2 the change being requested determines the number of meetings to be held. Qwest notifies
3 the CLECs via the CMP notification process when the process change is ready to be
4 documented. The CLECs have the opportunity to formally comment on the proposed
5 changes. At the close of the CLEC comment cycle, Qwest provides an official response to
6 their comments through the CMP notification process.¹⁸
7

8 **Q. What happens at the conclusion of the notification and comment period?**

9 A. After the notification goes into effect, the Change Request moves into a CLEC test status
10 where the CLECs and Qwest have an opportunity to test the proposed change request.
11 The Change Request is then closed at the monthly CMP meeting when CLECs have
12 determined that no further action is required for that Change Request.¹⁹
13

14 **Q. Are there mechanisms in place that allow CLECs an opportunity to object to CMP
15 changes?**

16 A. According to the CMP, a CLEC may request a postponement of the proposed change,
17 during a specified timeframe, until the issue is resolved in CMP or until it is resolved
18 through the Dispute Resolution Process. The CMP also contains an Escalation Process
19 that CLECs can use to object to a change. The Dispute Resolution Process is another
20 option that allows Qwest or a CLEC to seek resolution of an item by taking it to
21 arbitration or before a state commission. Qwest or a CLEC can also submit an Exception
22 Request to the CMP for a change that is an exception to normal CMP processes. This type
23 of change requires a vote of the CMP members. Each carrier including Qwest is entitled

¹⁸ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 10-11.

¹⁹ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 10-11.

1 to one vote in the CMP. An additional option is for Qwest or a CLEC to submit disputes
2 to the CMP Oversight Committee for review.

3
4 **Q. Are all change requests treated the same or are there different levels of changes?**

5 A. The CMP identifies five levels of product/process changes. Change requests are
6 categorized from Level 0 through Level 4 depending on the type and severity of the
7 changes.²⁰ Each level involves a slightly different timeline for notification and
8 implementation.

9
10 **Q. Please describe all five levels of product/process changes as identified in the CMP.**

11 A. **Level 0** changes do not change the meaning of documentation and do not alter CLEC
12 operating procedures. Level 0 changes are effective immediately without notification.
13 Some categories of Level 0 changes are: spelling corrections, punctuation, contact
14 personnel title changes where contact information does not change, grammatical
15 corrections, and hyperlink corrections within the documentation.²¹

16
17 **Level 1** changes are time critical corrections to a Qwest product/process and do not alter
18 CLEC operating procedures. Time critical corrections may alter CLEC operating
19 procedures, but only if the Qwest product/process has first been implemented through the
20 appropriate level under CMP. Level 1 changes are effective immediately upon
21 notification. Some categories of Level 1 changes are: corrections, clarifications, or
22 additional information that does not change the product/process, re-notifications issued
23 within one hundred and eighty calendar days after initial notification, and Regulatory

²⁰ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

²¹ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

1 Orders that mandate a product/process change to be effective in less than twenty-one
2 days.²²

3
4 **Level 2** changes have a minimal effect on CLEC operating procedures. Qwest provides
5 notification of Level 2 changes at least twenty-one calendar days prior to implementation.
6 Some categories of Level 2 changes are: contact information updates excluding time
7 critical corrections, changes to a form that do not introduce changes to the underlying
8 process, and documentation concerning existing processes/products not previously
9 documented.²³

10
11 **Level 3** changes have a moderate effect on CLEC operating procedures and require more
12 lead-time before implementation. Qwest should provide initial notification of Level 3
13 changes at least thirty-one calendar days prior to implementation. Some categories of
14 Level 3 changes are: adding new features to existing products (excluding resale),
15 modifying or changing an existing manual process, and expanding the availability and
16 applicability or functionality of an existing product or existing feature (excluding resale).²⁴

17
18 **Level 4** changes have a major effect on existing CLEC operating procedures or that
19 require the development of new procedures. Level 4 changes are originated using the
20 CMP Change Request process and provide CLECs an opportunity to have input into the
21 development of the change prior to implementation. When the solution is designed and all
22 documentation is available for review, Qwest will provide notification of Level 4 changes

²² See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

²³ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

²⁴ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

1 at least thirty-one calendar days prior to implementation. If additional comments and
2 responses are exchanged between the CLECs and Qwest, implementation may not occur
3 until forty-five calendar days from the initial notification. Some categories of Level 4
4 changes are: new products, features, services (excluding resale), changes to CMP, new
5 manual process, increasing an interval in Qwest's Service Interval Guide ("SIG") and
6 limiting the availability and applicability or functionality of an existing product or existing
7 feature.²⁵

8
9 **2.5 RELATIONSHIP BETWEEN THE CMP AND ESCHELON'S**
10 **INTERCONNECTION AGREEMENT**

11 **Q. Please summarize Staff's understanding of Eschelon's Interconnection Agreement**
12 **relative to the Expedite Process.**

13 A. The current Qwest – Eschelon Interconnection Agreement allows for the mutual
14 development of Expedite Procedures between Qwest and Eschelon. The Expedite
15 Procedures are to be followed for service migrations and new customer additions when
16 Eschelon determines that an Expedite is necessary to meet its obligations to its customer.
17 The Qwest – Eschelon Interconnection Agreement indicates that Qwest shall provide
18 Eschelon the capability to expedite a service order. The Agreement also allows Qwest the
19 ability to charge a fee for the Expedite if Eschelon requests a due date earlier than the
20 standard interval or earlier than the due date offered by Qwest.²⁶

21
22 3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to
23 expedite a service order. Within two (2) business hours after a request from CO-
24 PROVIDER for an expedited order, U S WEST shall notify CO-PROVIDER of U

²⁵ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

²⁶ See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 3.2, Subsections 3.2.2.13, 3.2.4.2.1 and 3.2.4.4, Pages 13-14.

1 S WEST's confirmation to complete, or not complete, the order within the
2 expedited interval.

3
4 3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date
5 interval, then expedite charges may apply.

6
7 3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a
8 new/revised due date that is earlier than the committed due date. If U S WEST
9 agrees to meet that new/revised due date, then that new/revised due date becomes
10 the committed due date and expedite charges may apply.

11

12 **Q. Did the Parties develop an Expedite Process as provided for in their Interconnection**
13 **Agreement?**

14 A. Existing Expedite Procedures were already in place and being used prior to April 28, 2000
15 when the Commission approved Eschelon's opt-in to the AT&T Interconnection
16 Agreement in Arizona. The existing Expedite Procedures were later separately
17 documented through the CLEC change notification on the Qwest wholesale website as
18 Version 1 ("V1") of the Expedites and Escalation Overview in Qwest's PCAT.²⁷

19

20 **Q. Describe how the Expedite Process existed at V1.**

21 A. When the Qwest - Eschelon Interconnection Agreement was signed, there was an existing
22 Expedite Process in place which covered both Design and Non-Design Products without
23 an expedite fee for certain emergency conditions. See Attachment 2.

24

25 **Q. Have other versions of the Expedites and Escalation Overview evolved over time**
26 **through CMP? If so, please describe those changes relevant to the Expedite Process.**

27 A. Several changes to the Expedites and Escalation Overview have transpired over time.
28 Those changes relevant to the products and criteria referenced in the Complaint are

²⁷ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

1 contained in the Versions indicated below.²⁸ However, the versions in dispute and most
2 relevant are V1, V11, V27, and V30. The Expedites and Escalation Overview Process has
3 reached V42 as of December 4, 2006.

4
5 **Version 1** (“V1”) documented the existing Expedite Process. This formally documented
6 the process for the CLECs on the Qwest Wholesale Website.²⁹ This was handled via a
7 CLEC product notification with an announcement date of September 20, 2001, effective
8 immediately.³⁰

9
10 **Version 6** (“V6”) added the expedite reason for medical emergencies that was not
11 previously documented. V6 clarified and added additional information on how to expedite
12 a service request. This version also added a link to the Local Service Ordering Guide
13 (“LSOG”). This was handled as a Level 2 change notification.³¹ The CLEC notification
14 date was May 6, 2003 with an implementation date of May 27, 2003.

15
16 **Version 8** (“V8”)³² added more clarity between the two processes for escalations vs.
17 expedites. The request and eligibility processes were defined in more detail under the
18 Expedites subsection. Contact information was updated and additional information was
19 added regarding what type of action occurs depending on the type of service on the
20 account. This was handled as a Level 2 change notification.³³ The CLEC notification
21 date was April 8, 2004 with an implementation date of May 25, 2004.

²⁸ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

²⁹ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

³⁰ See Qwest Corporation Document Number PROD .09.20.01.F.00087.F.BFR SR.POA LOA. Expedites.

³¹ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

³² See Attachment 3, Expedites and Escalations Overview V8.

³³ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

1 **Version 11** (“V11”)³⁴ was the original Covad request for the capability to expedite a
2 request when the situation does not meet the emergency criteria. This was Change
3 Request number PC 021904-1. Covad sought an option to expedite orders that did not
4 meet the emergency criteria that was already in place in the existing process. This was an
5 option that Covad was willing to pay an additional charge for in order to obtain an
6 Expedite.³⁵

7
8 Qwest made changes in two phases. In response to Covad’s change request, Qwest
9 created the Pre-Approved Expedite Process. This process allowed CLECs the opportunity
10 to receive an expedited due date regardless of the reason. If the CLEC chose this process,
11 they also signed an amendment to their Interconnection Agreement to include language
12 for Expedites with a per day expedite fee. With the introduction of the new Pre-Approved
13 Expedite Process, Qwest renamed the existing process to the Expedites Requiring
14 Approval Process to create a distinction between the two processes. In the second phase
15 of the Change Request, Qwest was looking at the existing reasons that an Expedite would
16 be granted at no cost. Those changes were eventually made in Version 22 (“V22”). This
17 Change Request was handled as a Level 3 change notification.³⁶ The CLEC notification
18 date was June 29, 2004 with an implementation date of July 31, 2004. The \$200 per day
19 expedite fee was added to Qwest’s Price Cap Tariff effective August 5, 2004. Each CLEC
20 was impacted by the new fee following their acceptance of an amendment to their
21 Interconnection Agreement. The impact of V11 is illustrated in Attachment 5.
22

³⁴ See Attachment 4, Expedites and Escalations Overview V11.

³⁵ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A; on Page 5.

³⁶ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

1 **Version 17** (“V17”) advised CLECs that an amendment is not required for Resold Design
2 Products. For those types of products, the Expedite Process described in the individual
3 Retail State Tariffs would be utilized, therefore, those requests would automatically be
4 included in the Pre-Approved Expedite Process. This was handled as a Level 3 change
5 notification.³⁷ The CLEC notification date was January 10, 2005 with an implementation
6 date of February 11, 2005.

7
8 **Version 19** (“V19”) clarified that if an expedited due date is missed due to Qwest reasons
9 that expedite charges would not apply. It also clarified that if an expedited order is
10 delayed on the due date that Qwest will work with the CLEC to obtain the best due date
11 possible and expedite charges would not apply. This was handled as a Level 1 change
12 notification.³⁸ The CLEC notification date was February 15, 2005 with an effective date
13 of February 16, 2005.

14
15 **Version 22** (“V22”) added three new reasons to the original list under the Expedites
16 Requiring Approval Process in which Qwest would grant Expedites. Language was also
17 added relative to providing service order number information that caused the expedite
18 condition. This was handled as a Level 3 change notification.³⁹ The CLEC notification
19 date was May 9, 2005 with an implementation date of June 16, 2005.

20
21 **Version 24** (“V24”) changed the Pre-Approved Expedite Process to bill expedite charges
22 per Access Service Request (“ASR”)/Local Service Request (“LSR”) rather than per
23 order. For expedited due date requests on delayed orders, Qwest revised its Expedite

³⁷ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

³⁸ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

³⁹ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

1 Process to only bill expedite charges if the request for an expedited due date results in
2 Qwest incurring additional costs to improve the Ready For Service (“RFS”) date. These
3 changes were handled as a Level 3 change notification.⁴⁰ The CLEC notification date was
4 June 13, 2005 with an implementation date of July 18, 2005.

5
6 **Version 27 (“V27”)**⁴¹ added 2w/4w Analog Unbundled Loops and Port In/Port Within
7 requests to the list of products to be included in the Pre-Approved Expedite Process that
8 were previously listed as exceptions, thus removing these products from the Expedites
9 Requiring Approval Process where an Expedite was completed at no additional charge
10 when the Emergency conditions were met.⁴² The resulting effect was that the 2w/4w
11 Analog Unbundled Loops were moved from the Expedites Requiring Approval Process to
12 the Pre-Approved Expedite Process where an expedite charge applied. This change was
13 handled as a Level 3 change notification. The CLEC notification date was September 12,
14 2005 with an implementation date of October 27, 2005. The impact of V27 is illustrated
15 in Attachment 7.

16
17 **Version 29 (“V29”)** was intended to add clarity to some of the expedite reasons that are
18 included in the Expedites Requiring Approval Process. Due to objections by Eschelon
19 regarding the level of change assigned and the effect the clarifications would actually have
20 on CLEC’s, Qwest retracted this change notice. No change to the current process resulted.
21 This change was attempted as a Level 1 notification.⁴³ The CLEC notification date was
22 October 17, 2005 but was retracted on October 18, 2005. Version 28 (“V28”) remained in
23 effect.

⁴⁰ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

⁴¹ See Attachment 6, Expedites and Escalations Overview V27.

⁴² See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A, on Page 8.

⁴³ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

1 **Version 30** (“V30”) changed the process to require expedite language in a CLEC’s
2 Interconnection Agreement where Expedites are associated with a per day expedite charge
3 for products included in the Pre-Approved Expedite Process.⁴⁴ For products other than
4 resold design products and if the CLEC’s Interconnection Agreement does not contain the
5 appropriate expedite language, Qwest would no longer grant the expedite request unless it
6 was due to a Qwest caused reason. This change was handled as a Level 3 change
7 notification. The CLEC notification date was October 19, 2005 with an implementation
8 date of January 3, 2006.

9
10 The notification of V30 changes was made prior to V27 changes being updated in the
11 PCAT. Therefore, the notification for V30 did not reflect the V27 change to add 2w/4w
12 Analog Unbundled Loops to the UBL service category.⁴⁵ This created confusion, even
13 amongst Staff, in trying to decipher which products, especially 2w/4w Analog Unbundled
14 Loops, were being affected by the changes made in V27 and V30. This is further
15 illustrated in Attachment 9.

16
17 **Q. How are design and non-design services defined?**

18 A. Staff was unable to find a definition of design or non-design services in Qwest’s intrastate
19 tariffs. Staff was, however, able to find a definition of Designed Services in Qwest’s
20 Advanced Communications tariff for New Mexico. The definitions in the New Mexico
21 tariff are included in Attachment 5 and Attachment 7.

⁴⁴ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

⁴⁵ See Direct Testimony of Bonnie J. Johnson, July 13, 2006; Exhibit BJJ-A, on Page 11.

1 **Q. Please describe the Expedite Process as it existed until the disputed V27 and V30**
2 **changes.**

3 A. Beginning with V11, expedites followed one of two processes, depending on the product
4 being requested and the language in the CLEC's Interconnection Agreement. If the
5 Expedite request is for a product on the Pre-Approved Expedites product list and the
6 CLEC's Interconnection Agreement contains language supporting expedited requests with
7 a per day expedite rate, then the requested Expedite does not need approval. The Pre-
8 Approved Expedites product list includes designed products such as:

- 9
- 10 • Unbundled loops ("UBL") (except 2w/4w analog loops)
 - 11 • Unbundled digital trunks ("UBL DID")
 - 12 • Unbundled digital trunk facility ("UBL DS1")
 - 13 • EELs ("UNE-C PL")
 - 14 • Several UNE-P Products
 - 15 • UDIT
 - 16 • LIS
 - 17 • CCSAC SS7 Trunk or Facility
 - 18 • Unbundled Dark Fiber⁴⁶
- 19

20 If the Expedite request is for a product that is not on the defined product list, or the
21 CLEC's Interconnection Agreement does not support a per day expedite rate, then the
22 Expedite follows the Expedites Requiring Approval Process.⁴⁷

23

24 The Expedites Requiring Approval Process pertains to those products not listed in the Pre-
25 Approved Expedites product list. This includes non-designed products such as Plain Old
26 Telephone Service ("POTS"), Centrex, or DSL service. Also, if the CLEC's
27 Interconnection Agreement does not contain, or has not been amended to include,
28 language for Expedites with a per day expedite rate for those specified design services the

⁴⁶ See Attachment 6, Expedites and Escalations Overview V27.

⁴⁷ See Attachment 6, Expedites and Escalations Overview V27.

1 Expedites Requiring Approval Process pertains. Expedite charges are not applicable with
2 the Expedites Requiring Approval Process. An Expedite Requiring Approval is granted
3 for any of the following conditions:

- 4
- 5 • Fire
 - 6 • Flood
 - 7 • Medical emergency
 - 8 • National emergency
 - 9 • Conditions where the end-user is completely out of service (primary line)
 - 10 • Disconnect in error by Qwest
 - 11 • Requested service is necessary for end-user's grand opening event delayed for
 - 12 facilities or equipment reasons with a future RFS date
 - 13 • Delayed orders with a future RFS date that meets any of the above-mentioned
 - 14 conditions
 - 15 • National Security
 - 16 • Business classes of service are unable to dial 911 due to previous order activity
 - 17 • Business classes of service where hunting, call forwarding or voice mail features
 - 18 are not working correctly due to previous order activity where the end-users
 - 19 business is being critically affected⁴⁸
- 20

21 **Q. Do any of the above-mentioned conditions apply to the particular Eschelon**
22 **customer's expedite order referenced in this Complaint?**

23 **A.** Yes. The customer's expedite order referenced in this Complaint definitely falls under the
24 conditions where the end-user is completely out of service (primary line). Due to the
25 nature of the customer, the order could also be classified as a medical emergency.⁴⁹

⁴⁸ See Attachment 6, Expedites and Escalations Overview V27.

⁴⁹ See Attachment 8, Eschelon Customer Letter, dated March 17, 2006; also See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406A-06-0257, Eschelon Telecom of Arizona, Inc. Complaint, April 14, 2006, on Page 9, Paragraph. 23.

1 **Q. Were unbundled loops included among the products and services available for**
2 **Expedite at no additional charge under the original Expedite Process?**

3 A. Yes, Qwest provided the capability under the Qwest – Eschelon Interconnection
4 Agreement to order Expedites for several products, including all unbundled loops, at no
5 additional charge when the Emergency Conditions were met under the original Expedite
6 Process. If one of the Emergency Conditions were met, Qwest’s practice was to expedite
7 the order in question when resources were available, regardless of the products for which
8 the Expedite was sought. If none of the conditions were met, the Expedite request would
9 be denied and the standard installation interval or the original due date would be applied.⁵⁰

10
11 **Q. How did Qwest determine that it could require an amendment to the Interconnection**
12 **Agreement by modifying the Expedite Process through CMP?**

13 A. Qwest found that some CLEC Interconnection Agreements had existing expedite language
14 in the Local Interconnection Service (“LIS”) section that referred the CLEC to Qwest’s
15 individual Intrastate Access Tariffs. However, there was no such language for the other
16 products such as Unbundled Network Elements (“UNE”). In addition, many of the rates
17 in the CLEC Interconnection Agreements for expedite charges were shown as To Be
18 Determined. Qwest concluded that the CLEC Interconnection Agreements should be
19 amended to include language for the other design services similar to that of the LIS
20 section and a specific rate with a reference to the process. This would allow Qwest the
21 ability to charge the \$200 per day expedite fee and change the process to be in parity with
22 the rest of Qwest’s customer base who order services that follow the designed services
23 flow. This analysis resulted in the development of the expedite amendment, which Qwest
24 now includes in its new Interconnection Agreement templates. The amendment included a

⁵⁰ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 11.

1 reference to the Expedite and Escalations Business Procedure for the process and included
2 a rate sheet for the \$200 per day expedite fee.⁵¹
3

4 **2.6 RELATIONSHIP BETWEEN THE CMP AND THE PCAT**

5 **Q. Please summarize Staff's understanding of the CMP relative to the PCAT.**

6 A. The CMP provides a means to address changes to the processes and procedures contained
7 in the PCAT. The processes and procedures are necessary to enable CLECs to obtain pre-
8 ordering, ordering, provisioning, billing, maintenance and repair services from Qwest.
9

10 **Q. Does the current Qwest – Eschelon Interconnection Agreement make reference to the
11 CMP or the PCAT?**

12 A. Staff is unable to locate any reference to the CMP in the current Qwest – Eschelon
13 Interconnection Agreement. The PCAT is referenced in Attachment A of the Amendment
14 for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.⁵²
15 Attachment 1 of the Collocation Decommission Amendment also makes reference to the
16 PCAT.⁵³
17

18 **3. STAFF'S ANALYSIS OF THE ISSUES**

19 **Q. Has Staff reviewed the Eschelon – Qwest Interconnection Agreement?**

20 A. Yes, Staff has reviewed the Interconnection Agreement originally negotiated between US
21 WEST and AT&T. This is the same Interconnection Agreement that Eschelon opted into
22 with Qwest and was approved by the Commission on April 28, 2000.

⁵¹ See Direct Testimony of Jill Martain, August 28, 2006, on Pages 25-26.

⁵² See Qwest – Eschelon Interconnection Agreement, Attachment A of the Amendment to CDS-000106-0212 for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts, January 24, 2005, on Page 1.

⁵³ See Qwest – Eschelon Interconnection Agreement, Attachment 1 of the Amendment to CDS-000106-0212 for Collocation Decommission, February 5, 2002, on Page 3.

1 **Q. Please summarize Staff's understanding of the Qwest – Eschelon Interconnection**
2 **Agreement relative to general repair requirements.**

3 A. Attachment 5 of the Qwest – Eschelon Interconnection Agreement contains language
4 indicating that Qwest shall provide Eschelon with the same level of maintenance support
5 as Qwest provides itself.⁵⁴ The repair interval would be applicable if Qwest had
6 disconnected the customer in error. In this particular case, Eschelon erred by ordering a
7 disconnect. Qwest then put the customer back in service the first time, but Qwest then
8 disconnected the customer a second time which leads Staff to believe there may have been
9 a timing difference between the repair and ordering systems.

10
11 **Q. How is this language relevant to the Complaint brought before the Commission?**

12 A. Eschelon's Complaint addresses the refusal by Qwest to provide repairs for disconnects in
13 error. Staff believes that the general repair provisions are irrelevant to this Complaint
14 because Eschelon did in fact place an order with Qwest to disconnect the customer's
15 circuit. Therefore, there was no Qwest caused error that resulted in a disconnection that
16 would bring the disconnect in error repair intervals into play.

17
18 **Q. Does the current Qwest – Eschelon Interconnection Agreement contain an expedite**
19 **fee?**

20 A. Schedule 1 of Attachment 1 in the Qwest - Eschelon Interconnection Agreement does not
21 currently contain an expedite fee.

⁵⁴ See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 6.2, Subsection 6.2.1.1, Page 46.

1 **Q. Can changes be made to the Expedite Process contained in the Expedites and**
2 **Escalation Overview?**

3 A. Staff understands that some changes can be made to the Expedite Process through the
4 CMP. Staff agrees with Eschelon and Qwest that rates and the application of rates are
5 outside the scope of the CMP process.⁵⁵

6
7 **Q. Does the CMP overrule the provisions in the Interconnection Agreement?**

8 A. No, as stated earlier the rates, terms, and conditions set forth in any CLEC Interconnection
9 Agreement between the CLEC and Qwest shall prevail when there is a conflict with the
10 changes implemented through CMP and the provisions of the Interconnection
11 Agreement.⁵⁶

12
13 **Q. Was the change request pertaining to the disputed Expedite Process change initiated**
14 **originally by Qwest or a CLEC?**

15 A. The change request was initiated by Covad as an enhancement to the existing Expedite
16 Process that was already in place and being utilized for the past six years. Covad sought
17 an option to expedite orders that did not meet the emergency criteria that was already in
18 place in the existing process. This is an option that Covad was willing to pay an
19 additional charge for in order to obtain an Expedite.

20
21 **Q. What level of change was the disputed Expedite Process change classified?**

22 A. Staff understands that the Expedite Process change was treated as a Level 3 change.

⁵⁵ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 17; See Direct Testimony of Jill Martain, August 28, 2006, on Page 29.

⁵⁶ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

1 **Q. Did other CLECs besides Eschelon object to the V27 and V30 changes to the**
2 **Expedite Process?**

3 A. Yes, several CLECs, such as Covad, McLeodUSA, Integra, and PriorityOne, also objected
4 to the V27 and V30 changes.⁵⁷ Following is an example of a CLEC CMP objection
5 provided to Qwest on November 3, 2005 by Integra:

6 "Integra objects to Qwest proposed change to remove the existing approval
7 required expedite process for designed products. When Integra signed the Qwest Expedite
8 Amendment we were not advised that by signing the amendment it would change the
9 current Expedites Requiring Approval process. We signed the amendment believing that
10 this would ADD to our options of having an order completed outside the standard interval.
11 When Integra signed the amendment UBL DS0 loops were not included as a product on
12 the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added
13 to this list Integra did not comment at that time, we still believed the Expedites Requiring
14 Approval process was in place for our use."⁵⁸

15
16 **Q. How were the objections of those CLECs handled by Qwest?**

17 A. Qwest's response, dated November 4, 2005, to McLeodUSA's October 27, 2005 objection
18 and written escalation regarding V27 changes, indicated that the 15-day comment review
19 period ended at 5:00PM, MT on September 27, 2005. Qwest only received one comment
20 associated with this change during the comment period regarding the rate and Qwest
21 responded to that comment on October 12, 2005. Qwest indicated that on September 12,
22 2005 it sent notification out to the CLEC community along with a summary of the changes
23 that were to occur and a redlined copy of the updated PCAT.⁵⁹

⁵⁷ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 24; and in Exhibit BJJ-A, on Page 13.

⁵⁸ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 24; and in Exhibit BJJ-A, on Page 13.

⁵⁹ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000129.

1 McLeodUSA's comment dated November 1, 2005, indicated confusion with the changes
2 that were occurring with the V27 and V30 changes. Qwest responded with clarification
3 that the V27 change was already in effect and that V30 was changing the process to
4 require expedite language in the customer's Interconnection Agreement when an expedite
5 is requested for products that follow the designed services flow.

6
7 Qwest also clarified that products that follow the designed services flow will not be part of
8 the Expedites Requiring Approval process except in the state of Washington.⁶⁰ On
9 November 3, 2005, Covad requested clarification on the V30 change regarding availability
10 of expedited services in the state of Washington. Qwest responded that the Expedites
11 Requiring Approval Process will still be available in the state of Washington in V30.⁶¹

12
13 Qwest responded to Eschelon's objections to V30, dated November 3, 2005, stating that it
14 met its commitment to Covad's Change Request and utilized the appropriate CMP
15 notification processes to notify CLECs of the pending changes.

16
17 PriorityOne also objected to the V30 process change that will remove the existing
18 Expedites Requiring Approval Process for design products when the CLEC signs the
19 expedite amendment. PriorityOne stated that it will negatively impact PriorityOne and its
20 customers. Qwest responded that the V30 change is to create consistencies across
21 Qwest's entire customer base for products that follow the designed services flow.⁶²
22

⁶⁰ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000123 and 000124.

⁶¹ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000127.

⁶² See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000127.

1 Integra also objected on November 3, 2005 to Qwest's V30 change. Integra was not
2 advised that by signing the expedite amendment it would change the current Expedites
3 Requiring Approval Process. Integra signed the amendment believing that this would add
4 to its options of having an order completed outside of the standard interval. When the
5 amendment was signed, unbundled DS0 loops were not included on the list of products in
6 the Pre-Approved Expedites list. When unbundled DS0 loops were added to the list
7 Integra did not comment at the time believing the Expedites Requiring Approval Process
8 was in place for its use.⁶³

9
10 Qwest responded that Integra was not advised that by signing the amendment it would
11 change the Expedites Requiring Approval Process for two reasons. The first being that
12 when the amendment is signed the CLEC is automatically included in the Pre-Approved
13 Expedite Process and the Expedites Requiring Approval Process is not applicable any
14 longer for the products identified in the Pre-Approved Expedite section of the PCAT. The
15 second reason relates to the language that was added to the PCAT in V11 where an
16 Expedite follows one of two processes, depending on the product being requested and the
17 language in the CLEC's Interconnection Agreement.⁶⁴

18
19 **Q. What is Staff's response to Eschelon allegation that Qwest's Expedite Process is**
20 **discriminatory?**

21 **A.** Based on the facts of this case, Staff does not support a finding of discrimination. Staff
22 has concluded that there is no "retail analogue" for expedites of the installation of
23 unbundled loops. Staff has also concluded that there are no current requirements in the

⁶³ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000127 and 000128.

⁶⁴ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000127 and 000128.

1 Qwest Performance Assurance Plan that specifically address the expedite process.
2 Therefore, there are no performance measurements or benchmarks. The Qwest
3 Performance Assurance Plan (“PAP”) incorporates performance measurements that ensure
4 Qwest’s service performance to competitors can be measured and monitored so that any
5 degradation of the agreed upon level of service is detected and corrected. Performance
6 measurements were developed in the 271 collaborative workshops. Each of the
7 measurements have been given a precise definition, called a Performance Indicator
8 Definition (“PID”), that includes specification of the unit of measure, the data to be
9 utilized in the measurement, and the standard. The standard may be a parity comparison
10 of CLEC service performance with the Qwest retail analogue. When no retail analogue
11 exists, the standard is a benchmark.

12
13 **Q. Does Qwest have complete authority to close a Change Request and implement the**
14 **changes regardless of CLEC opposition?**

15 A. No. Chapter 5 of the CMP indicates that “the Change Request will be closed when
16 CLECs determine that no further action is required for that Change Request.”⁶⁵ Based on
17 the pending objections by various CLECs to the V30 changes, the Change Request should
18 still be open and implementation postponed.

19
20 As discussed earlier in this testimony, CLECs have other options available to them if they
21 do not accept Qwest’s response. CLECs can choose to escalate or dispute the Change
22 Request in accordance with the CMP Escalation Process or Dispute Resolution Process.
23 CLECs may also request that Qwest defer the Change Request until a later date.

24

⁶⁵ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 36.

1 **Q. Does Staff believe that Qwest was correct in refusing to expedite in this case because**
2 **Eschelon did not sign an amendment to its Interconnection Agreement?**

3 A. No, for several reasons. First, the CMP clearly states that when there is a conflict between
4 the Interconnection Agreement and the CMP, the Interconnection Agreement prevails.⁶⁶
5 Here there was clearly a change to the Expedite Process that abridged Eschelon's rights
6 under its existing Interconnection Agreement. Therefore, Eschelon was entitled to
7 continue to operate under its current agreement and the process contemplated therein.
8 Second, this change was represented by Qwest as an optional process which would not
9 abridge CLEC's rights under their current Interconnection Agreements. Clearly, this was
10 not the case when Qwest implemented the process under objections. However, CLECs
11 should not be forced into signing the amendment, since it is an optional product/process
12 Qwest proposes to make available to the CLECs.

13
14 **Q. Could Qwest have utilized the dispute resolution process contained in the Qwest –**
15 **Eschelon Interconnection Agreement rather than simply refusing to expedite in this**
16 **particular case?**

17 A. Yes. The Qwest – Eschelon Interconnection Agreement contains dispute resolution
18 provisions allowing the Parties the option of seeking resolution by way of arbitration if
19 negotiation is unsuccessful.⁶⁷ Qwest should have expedited the request first and then
20 followed up afterwards with the dispute resolution process. Clearly, [Named Customer]
21 should have been thought of first; especially given the nature of the customer's business.

⁶⁶ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

⁶⁷ See Qwest – Eschelon Interconnection Agreement, Part A, Section 27, Subsection 27.1, Page 23.

1 **Q. Does the SGAT have any relevance in this Complaint?**

2 A. Staff understands that the SGAT was designed to allow individual CLECs an alternative to
3 negotiating an individual Interconnection Agreement with Qwest, or adopting an existing
4 approved Interconnection Agreement between Qwest and another CLEC.⁶⁸ Since
5 Eschelon opted into the existing Qwest and AT&T ICA, the terms and conditions of the
6 Interconnection Agreement would apply.

7

8 **Q. What is the status of the number of CLECs that have signed or have not signed an
9 expedite amendment to its Interconnection Agreement?**

10 A. [REDACTED]

11

12 **Q. What does Staff recommend with respect to other CLECs who signed the
13 amendment believing the amendment to be an optional process which did not
14 abridge their rights under their existing Interconnection Agreements or who were
15 forced into signing the amendment?**

16 A. Qwest should be required to notify the CLECs that the process contained in the
17 amendment to the Interconnection Agreement, as a result of V27, will be treated as an
18 optional process by Qwest and will not abridge their rights under their existing
19 Interconnection Agreements.

20

21 **Q. Please summarize Staff's position.**

22 A. According to August 28, 2006 direct testimony submitted by Qwest witness, Jill Martain,
23 existing Expedite Procedures were already in place and being used prior to April 28, 2000
24 when Eschelon opted into the AT&T Interconnection Agreement in Arizona. In Qwest's

⁶⁸ Qwest Arizona SGAT - Fourteenth Revision, August 29, 2003, Section 1, Page 1, Subsection 1.5.

1 Answer to Eschelon's Complaint filed on May 12, 2006, Qwest takes the position that
2 expedite methods were further developed in the CMP between Qwest and the industry.
3 Eschelon's opt-in to the AT&T Interconnection Agreement occurred on April 28, 2000
4 when existing Expedite Procedures were already in place.

5
6 Staff recognizes that Qwest went out of its way by allowing extra time for the CLECs to
7 prepare for the changes to V30. Staff also acknowledges Qwest's additional attempt to
8 help clarify the V30 changes and address any CLEC questions.⁶⁹ But since CLEC
9 Interconnection Agreements are voluntarily negotiated or arbitrated, an alternative Qwest
10 may have chosen, rather than trying to force Eschelon into signing an amendment, could
11 have been to take the issue to arbitration under the terms of the Qwest – Eschelon
12 Interconnection Agreement.

13
14 By denying Eschelon the capability to Expedite an order without signing an amendment to
15 the Qwest – Eschelon Interconnection Agreement, Staff believes that Qwest did not
16 adhere to the terms and conditions of the current Qwest – Eschelon Interconnection
17 Agreement pursuant to the language contained in Attachment 5, paragraph 3.2.2.13 of the
18 Agreement. When Qwest denied Eschelon the ability to expedite a service order to
19 reconnect a customer without signing an amendment to the current Qwest – Eschelon
20 Interconnection Agreement, Qwest took away the capability that the Agreement allows.
21 An Expedite Process was already in place and being utilized prior to April 28, 2000. Even
22 though Qwest had the option to charge an additional expedite fee, it chose not to as long
23 as the Expedite request met certain Emergency criteria. In addition, no specific expedite
24 rate was agreed to in the Qwest – Eschelon Interconnection Agreement. That Process was

⁶⁹ See Direct Testimony of Jill Martain, August 28, 2006, on Page 26.

1 later documented through the CLEC change notification on the Qwest wholesale website.
2 Five years later, under the same Qwest - Eschelon Interconnection Agreement Qwest has
3 changed the Expedite Process and implemented a \$200 per day expedite fee.

4
5 The dispute resolution process mentioned in the Qwest – Eschelon Interconnection
6 Agreement under Rates and Charges in Attachment 1, Section 1.2, may not concern
7 service disruption but it would apply to Eschelon’s ability to seek dispute resolution to
8 recover the \$1,800 fee that was charged by Qwest in this case to expedite an order to
9 reconnect service for an Eschelon customer.

10
11 The Interconnection Agreement between Eschelon and Qwest allows for mutual
12 development of an Expedite Process. This Agreement also allows Qwest the ability to
13 impose a fee for expediting the order. However, the existing process was memorialized in
14 V1 of the Expedites & Escalations Overview Process. In V1, Qwest did not impose any
15 charge in expediting orders for loops when certain circumstances were met. In addition,
16 Eschelon has indicated that the Expedite Process was “known and in use by mutual
17 agreement”⁷⁰ when the Commission approved the Qwest – Eschelon Interconnection
18 Agreement on April 28, 2000. The process at that time allowed Expedites on all
19 products/services (including unbundled loops) at no additional charge when the situation
20 met the specific Emergency conditions/criteria and resources were available. Disconnects
21 in error caused by the CLEC were also expedited. Eschelon and other CLEC’s utilized
22 this process. Qwest updated its website with the existing process on September 22, 2001.

23

⁷⁰ See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 10, line 11.

1 When Covad requested another optional product, Qwest instead created two separate
2 Expedite Processes, one for Expedites Requiring Approval and another for Pre-Approved
3 Expedites. The product/process request proposed by Covad was a request for another
4 service not a modification or discontinuation of the current process. The changes made by
5 Qwest resulted in a limitation to the availability of an existing product rather than an
6 expansion to the availability of an existing product.

7
8 Even though Qwest created two separate Expedite Processes in its V11 change, Eschelon
9 did not experience a problem expediting orders for unbundled loops until the V30 changes
10 demanded signing of an amendment to their current Interconnection Agreement with
11 Qwest before Qwest would perform the Expedite. The V30 change to the Expedite
12 Process should have actually been handled as a Level 4 change rather than a Level 3
13 change. As a Level 4 change, CLECs are allowed an opportunity to have input into the
14 development of the change prior to implementation. Eschelon indicated that CMP is
15 largely one-sided. CLECs have the opportunity to submit objections to proposed changes
16 but Qwest makes the final decision in implementing a change unless the CLEC takes the
17 issue to dispute resolution.

18
19 Eschelon and other CLEC's have participated in CMP. Eschelon has participated on a
20 regular basis to keep abreast of any changes that may affect Eschelon's business. Even
21 though Eschelon's behavior may indicate acknowledgement of the process, language
22 placed in the CMP states that "in cases of conflict between the changes implemented
23 through this CMP and any CLEC Interconnection Agreement,, the rates, terms, and

1 conditions of such Interconnection Agreement shall prevail...".⁷¹ The CMP notices issued
2 by Qwest to the CLECs contain similar language.⁷²
3

4 **4. RECOMMENDATIONS**

5 **Q. What are Staff's specific recommendations?**

6 **A.** Staff recommends the following on the issues included in Eschelon's Complaint:

7 (1) Qwest should continue to support the same Expedite Process that has been used in
8 the past, previous to V11, for all products and services (including unbundled
9 loops) if the order meets any of the Emergency criteria or conditions or where the
10 customer's safety may be an issue if the Expedite is not processed. This is the
11 same Expedites and Escalations Overview Process contained in the PCAT that has
12 been in place and utilized by CLECs since at least September 20, 2001.
13 Processing of the Expedites shall not require an amendment to the Qwest –
14 Eschelon Interconnection Agreement nor should an additional charge be applied
15 beyond the standard installation charge.

16 (2) Qwest should continue with the enhancement to the Expedites & Escalations
17 Overview Process, as originally requested by Covad, offering an option to CLECs
18 to expedite orders when the situation does not meet the emergency criteria or
19 conditions. This option should be offered to all CLEC's via an amendment to the
20 CLEC's current Interconnection Agreement and may involve a charge when the
21 option is utilized by the CLEC.

22 (3) Qwest should reimburse Eschelon the \$1,800 plus interest (if applicable) that was
23 charged to Eschelon in the customer event cited as part of this Complaint.

⁷¹ See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

⁷² See V11 Notice, July 15, 2004, "Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party."

- 1 (4) Eschelon should implement a training or refresher training program for its
2 representatives stressing the importance of accuracy when ordering changes to its
3 customer's service in order to try to avoid or minimize unnecessary customer
4 service outages.
- 5 (5) Qwest should include a definition of designed and non-designed services in its
6 Arizona tariffs.
- 7 (6) Qwest and the CLECs should include expedites of the installation of Unbundled
8 Loops in their Interconnection Agreement negotiations.
- 9 (7) Staff recommends that a performance measurement for expedites of Unbundled
10 Loops be developed through CMP and that the rate(s) for expedites be considered
11 as part of the next cost docket⁷³.

12

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

14 **A. Yes, it does.**

⁷³ In The Matter Of Investigation Into U S West Communications, Inc.'s Compliance With Certain Wholesale Pricing Requirements, Docket No. T-00000A-00-0194.

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1. 3/8/06 - Eschelon began working on the End User Customer's request to keep the phone number that was currently associated with its analog 2-wire unbundled loop but point the number instead (using a DID number) to the End User Customer's DS1 capable loop to allow the End User Customer's analog 2-wire unbundled loop to be disconnected. The 911 capability for the individual rooms of the children and adults with disabilities at the rehabilitation center is on the DS1 capable loop. As part of processing this request, Eschelon submitted a Local Service Request (LSR) (PON AZ657718CAR/LSR ID 17114755) intended¹ to disconnect the analog 2-wire unbundled loop. Eschelon requested a disconnect date of 3/15/06.

2. 3/8/06 – Qwest sent Eschelon an FOC confirming Eschelon's requested due date of 3/15/06. Qwest assigned service order number D49232945 to the disconnect order Qwest issued. On or about 3/8/06, Qwest also sent a Pending Service Order Notification (PSON). When the PSON information matches the information in the LSR, no flags are raised. PSON comparisons highlight discrepancies in information, and there was no discrepancy here because the PSON reflects the information in the LSR.²

3. 3/15/06 - Qwest disconnected the End User Customer's T-1 facility on 3/15/06 and Qwest sent Eschelon a completion notice for the disconnection of the circuit on 3/15/06 at 10:02 AM³.

4. 3/15/06 – The End User Customer contacted the Eschelon Repair Service Bureau (RSB) at 10:20 AM. The End User Customer told Eschelon its service was not working. Eschelon performed trouble isolation and determined the End User Customer's T1 was out of service. Eschelon trouble isolation indicated the trouble was in the Qwest network.⁴ The Eschelon RSB coordinator opened a Qwest repair ticket via CEMR⁵ at 10:23 AM. Qwest assigned Qwest repair ticket number OC125098. Qwest told Eschelon that Qwest found a missing cross connect in the Qwest Central Office. Qwest repaired the missing cross connect at 10:32 AM. When Qwest reconnected the missing cross connect, the End User Customer's service was restored. Qwest called Eschelon and told Eschelon that Qwest repaired the cross connect and restored the End User Customer's service. Eschelon asked Qwest to hold the repair ticket open for 24 hours. Qwest agreed to do so.

5. 3/16/06 – Twenty-four hours later, the Qwest CEMR Report History shows that, as of 10:35 AM: "Unable to close TKT Properly/DISC=D49232945." This statement indicates that Qwest repair was unable to close the repair ticket properly in the Qwest

¹ As indicated below (in chronological order), Eschelon later learned that a different circuit was disconnected. As of 3/8/06, however, the status was that Eschelon intended to disconnect the analog 2-wire unbundled loop and was operating under the assumption that this is what it requested (until later learning of the error).

² See footnote 1.

³ All times noted are MST unless indicated otherwise.

⁴ See footnote 1. Eschelon was unaware of the error at this time.

⁵ Qwest's Customer Electronic Maintenance and Repair (CEMR) electronic interface (<http://www.qwest.com/wholesale/systems/cemrandrce.html>) for submitting trouble reports.

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systems after holding the ticket open for 24 hours because, at least by that time, Qwest identified that a disconnect order had been completed for the circuit. The Qwest CEMR Circuit History indicates that Qwest canceled the repair ticket at 10:35 AM.

6. 3/16/06 - The End User Customer contacted the Eschelon Repair Service Bureau (RSB) at 11:26 AM and told Eschelon it was out of service again. Eschelon performed trouble isolation and determined the End User Customer's T1 was out of service. Testing indicated the trouble was in the Qwest network. Eschelon attempted to open a repair ticket with Qwest in CEMR. CEMR rejected the request with an edit "no circuit found on host." Eschelon called Qwest repair center and asked to open a repair ticket on the DS1 capable loop. During the call, Qwest repair told Eschelon there was a disconnect order placed against this circuit and said Eschelon would have to submit a new order to Qwest to restore the service. The Eschelon RSB related this information to the Eschelon customer service group.

7. 3/16/06 – The Eschelon customer service group determined Eschelon had submitted an order to Qwest, in error, to disconnect the circuit. Although Eschelon intended to disconnect the analog 2-wire unbundled loop, Eschelon had inadvertently used the circuit identification (ID) number for the same End User Customer's DS1 capable loop. An Eschelon Customer Service Manager contacted the End User Customer at 3:30 PM CDT and acknowledged Eschelon's mistake, telling the End User Customer that Eschelon had disconnected the End User Customer service in error. He also told the End User Customer that Qwest said Eschelon would have to order new service from Qwest to restore the End User Customer's service.

8. 3/16/06 - Eschelon submitted an LSR (PON AZ657718T1FAC/LSR ID 17192206) at 4:37 PM to order a new DS1 Capable loop. Eschelon requested a due date of 3/23/06.⁶

9. 3/16/06 – Qwest sent Eschelon an FOC at 5:09 PM and confirmed Eschelon's requested due date of 3/23/06. Qwest issued service order number N49828418.

10. 3/16/06 (Thursday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

11. 3/17/06 – Per Qwest's documented process,⁷ Eschelon called the Qwest call center to open a Qwest tier one escalation ticket (25903100) to request an expedite. The Qwest

⁶ Eschelon requested a due date of 3/23/06, which is 5 business days. Qwest's Expedite Requiring Approval process (<http://www.qwest.com/wholesale/clecs/exesclover.html>) provides two options for a CLEC to request an expedite: "1.) Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center; 2.) Submit the request with a due date interval from our SIG (Service Interval Guide) or your ICA and then call the Qwest Call Center." Eschelon used the second option. Qwest's standard interval for a DS1 loop per Qwest's SIG (<http://www.qwest.com/wholesale/guides/sig/index.html>) is five (5) days.

⁷ As indicated in the previous footnote, Qwest's process allows CLEC to first submit the order for the full interval and then call to expedite it. ("Submit the request with a due date interval from our SIG (Service

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escalation representative (Connie at 612-349-2314) denied Eschelon's request to expedite the DS1 capable loop order installation date.

12. 3/17/06 - Eschelon called the Qwest call center to open a Qwest tier two escalation ticket (25903113) to escalate the denial of Eschelon's expedite request. Qwest said it would check and call back.

13. 3/17/06 – At 1:35 PM CDT, Ronda Knudson escalated the denial of the expedite request to Qwest tier four escalation (Jean Novak, Director of Service Management at Qwest for Eschelon's account).⁸ Jean Novak told Ronda Knudson that Eschelon must sign Qwest's expedite contract amendment before Qwest would expedite the due date. Ronda Knudson explained the nature of the business and critical need for service to this End User Customer to Jean Novak. Ronda Knudson told Jean Novak that Eschelon would be sending Qwest a letter from the End User Customer outlining the medical nature of the residents at this center and the urgent need for service.

14. 3/17/06 – At 2:19 PM, 2:25 PM and 2:35 PM (all CDT), Ronda Knudson again escalated the denial of the expedite request to both Tier 2 and Tier 4, requesting status on the expedite/escalation. Ronda Knudson told Jean Novak that Eschelon would pay Qwest the expedite charge Qwest was asking (\$200 per day expedited).

15. 3/17/06 – At 3:22 PM CDT, Jean Novak left Ronda Knudson the following voice mail: "Rhonda, this is Jean we need to have the order number that took this customer out of service so we can see if that facility is still available. Would you give me a call on 218.290.9414. Thanks, Rhonda."

16. 3/17/06 – The 3:22 PM voice message that Jean Novak left Ronda Knudson continued on with a conversation between Jean Novak and Chris Siewert (Qwest Sr. Manager, Minneapolis Center). On the voice message, Jean Novak told Chris Siewert that she was "okay with not doing it." (See attached unofficial transcription.)

17. 3/17/06 – At 3:24 PM CDT, the Qwest Tier 2 escalation representative (Deanne at 612-752-1435) left Ronda Knudson the following voice message: "Hi Ronda, this is Deanne, Qwest Wholesale Escalations, and I apologize I just received word back that they will not be expediting this um because of the fact that it clearly states that to expedite you have to have the amendment which in Arizona Eschelon does not have. Um, it clearly states that you know, we will not expedite this. However, I did speak with Jean Novak and she asked me to go ahead and try to expedite this. Um, my manager um, has also called her and I think that if she were to move ahead to try to do expedite it would help. Um, can't guarantee that though, the bottom line is that it is not expeditable

Interval Guide) or your ICA and then call the Qwest Call Center (<http://www.qwest.com/wholesale/clecs/exesclover.html>).")

⁸ Qwest's process documentation states that: "Escalations can be initiated for any issue, at anytime, and at any escalation point." (<http://www.qwest.com/wholesale/clecs/exesclover.html>)

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because of the no amendment. So, at any rate, sorry, I'm so sorry about that and hope that this will all work out. Thank you. Goodbye."

18. 3/17/06 – At 3:32 PM CDT, Eschelon sent Qwest (Deanne at fax number 612 663-0502), by facsimile, a copy of a letter from the End User Customer to Eschelon in which the End User Customer outlined the critical need for service due to the medical nature of the residents (children and adults with disabilities).

19. 3/17/06 – At 4:06 PM CDT, Jean Novak left Ronda Knudson the following voice mail: "Hi Ronda, this is Jean. I have to deny the expedite. You do not have an amendment to pay for this expedite and so I cannot, I have to turn it down. If you would like me to have someone fax an amendment to you, um, we can get that signed by you and by Qwest to expedite this order and then all you would have to do is sup the order and put the appropriate CL for expedite. So let me know what you want to do. Ah, if you want an amendment, um, I will call Josh and have him get one for you. Um, 218.290.9414. Thanks."

20. 3/17/06 – At 5:00 PM CDT, Jean Novak called Ronda Knudson and said the facilities were still available for assignment but Qwest had officially denied the expedite request at the Tier Four level because Eschelon had not signed the expedite contract amendment.

21. 3/17/06 (Friday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

22. 3/18/06 – At 9:00 AM, Eschelon submitted an Access Service Request (ASR) (PON AZ657718T1FAC/ASR ID 0607700072) to Qwest for a new Special Access DS1 private line circuit. Eschelon requested a due date of 3/18/06.

23. 3/18/06 – At 11:43 AM CDT, Ronda Knudson called Jean Novak and said that Eschelon had placed the Special Access DS1 private line order. Ronda Knudson asked Jean Novak if Qwest would install the service that day. Jean Novak said she would check to see if there was a Qwest service order writer that could manually type the order.⁹

24. 3/18/06 - At 12:00 PM CDT, Jean called Ronda and said that Qwest did not have a Qwest Service order typist that could type the service order. Jean Novak said Qwest could not type the order until Monday 3/20/06. Jean Novak said the earliest date Qwest could install the service for the End User Customer was 3/20/06. Jean confirmed that Qwest would type the order the morning of 3/20/06 and work to complete the install that same day.

⁹ Qwest has less flow through capability for ASRs. See, e.g., http://www.qwest.com/wholesale/cmp/archive/CR_PC070804-1.htm.

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25. 3/18/06 (Saturday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

26. 3/19/06 (Sunday) – Rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

27. 3/20/06 – At 7:54 AM CDT, Jean Novak called Ronda Knudson and said that a Qwest typist had typed the service order. Qwest assigned service order number C50456587. However, Jean Novak told Ronda Knudson that, even though the service order had been typed, Qwest would not process the order until Eschelon supplemented its ASR request to change the requested due date from 3/18/06 to 3/20/06. Per Qwest's request, Eschelon supplemented the ASR and changed the desired due date to 3/20/06.

28. 3/20/06 – At 5:30 PM, Eschelon accepted the special access DS1 private line circuit. The rehabilitation center for children and adults with disabilities has the ability to dial 911 from the residents' rooms.

Expedites & Escalations Overview – **DELETE V4.0 ADD V 5.0**

History Log ([Link blue text to: Replace Existing Download With Attached History Log](#))

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- **Expedites:** Requests for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date
- **Escalations:** Requests for status or intervention around a missed date

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

While Qwest standard intervals, defined in our Service Interval Guide (SIG) ([Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html](http://www.qwest.com/wholesale/guides/sig/index.html)) identify reasonable intervals, at times a valid expedite situation can occur such as:

- Fire
- Flood
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

If an expedite situation occurs, call the assigned Qwest Wholesale Center Representative responsible for processing your service requests. All expedite requests require approval to ensure resource availability. The Qwest Wholesale Center Representative will coordinate with you and Qwest internal organizations to resolve. Expedite charges may apply. If your expedite request is denied, denial reason(s) will be provided.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative responsible for processing your orders, for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager

- Involved only after normal processes fail to resolve the escalation to your satisfaction.
Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
 - Qwest Senior Service Director/Vice President
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) DELETE CEMR (Customer Electronic Maintenance and Repair) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

ADD Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)
Expedites and Escalations

• Local Service Requests (LSRs)

DELETE TABLE

Wholesale LSR Service Center 888-796-9087		Fax: 888-796-9089
Tier	Responsibility / Functions	
0	Sierra Vista Call Center Agent:	CLEC initiates call
1	Customer Service Inquiry and Education Center (CSIE) Wholesale Center Representative	Warm Transfer or Call Center Database Ticket
2	Duty Pager	Wholesale Center Representative provides on your request or if you ask to speak with a manager
3	Appropriate Qwest Service Manager	Referral takes place if the manager, responding to the duty pager, needs further assistance

ADD TABLE

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	877-340-9627	DELETE 515-286-5413 ADD 515-286-6160

Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070
Minneapolis	Frame Relay	800-285-8383	800-636-8721

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	DELETE 801-879-4072 ADD 800-879-4072	801-239-5070

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~DELETE May 14, 2002~~ ~~ADD December 11, 2002~~

META Tags: Expedites; Escalations

Expedites & Escalations Overview – V8.0

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History Log (Link blue text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

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The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date is shorter than the standard interval as defined in our Service Interval Guide (SIG). (Link blue text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) Expedite requests are granted for the following conditions if Qwest determines that it has the resource availability on the requested date:

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- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

¶ While Qwest standard intervals,

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An expedited request can be made either prior to, or after, submitting your service request. When the request is submitted, the EXP field should be populated on the LSR or ASR Form and the REMARKS field should contain the reason for the expedited request. You may be asked to provide verification of the expedited reason.

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To request an expedite on service requests issued via a Local Service Request (LSR), you may contact the Qwest Call Center on 1-888-796-9087.

To request an expedite on service requests issued via an Access Service Request (ASR), you may contact one of the following two centers, depending on which center processes your service requests:

- Des Moines, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

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For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

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Once your expedite request is received, your Wholesale representative will review the request for eligibility. If approved, the next step is to contact our Network organization to determine resource

availability. If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required

For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative, at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
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- Qwest Senior Service Director/Vice President
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to:

Deleted: When an expedite situation occurs, refer to the following when you prepare your service request:
 <#>Call the assigned Wholesale Center Representative responsible for processing your service request.
 (NOTE: This can be done before or after the LSR is issued.)
 <#>Issue LSR
 <#>Populate the EXP field
 <#>The REMARKS field can be populated with the specific reason for the request.
 ¶
 Field entry requirements are described in the Local Service Ordering Guide (LSOG). (Link italicized text to: <http://qwest.com/wholesale/clecs/sog.html>)
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<http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

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Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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Contacts

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Expedites and Escalations

- **Local Service Requests (LSRs)**

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-

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			9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS), Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070
▼	▼	▼	▼

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

- Deleted: Minneapolis
- Deleted: Frame Relay
- Deleted: 800-285-8383
- Deleted: 800-636-8721

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: April 29, 2004

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META Tags: Expedites; Escalations

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Expedites & Escalations Overview – V11.0

History Log (Link blue text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link blue text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

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Expedites Requiring Approval

If your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate, or if the request is for a product that is not listed in the "Pre-Approved Expedites" section below, the following expedite process applies.

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Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

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For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.

- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then contact one of the following two centers depending on which center processes your service requests:

- Des Moines, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

You may be asked to provide verification of the expedited reason, such as in medical emergencies or grand opening events. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required

For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

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- Deleted:** LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the
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¶ For ASRs,
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Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available with the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products that may be expedited and will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

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Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)
Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS), Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line,	800-333-5498	801-239-4070

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	Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)		
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- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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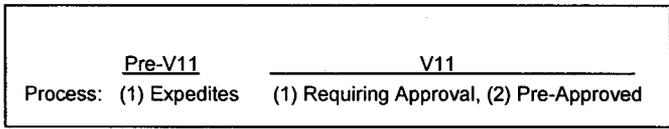
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	Design ²	Non-Design
Requiring Approval (Qwest will expedite for zero charge if request meets conditions ¹)	V11, \$0 (Including 2W/4W Analog)	V11, \$0
Pre-Approved (Qwest will expedite under any conditions if CLEC pays expedite charge)	V11, \$200	V11, \$200



¹ (1) Fire; (2) Flood; (3) Medical emergency; (4) National emergency; (5) Conditions where the end-user is completely out of service (primary line); (6) Disconnect in error by Qwest; (7) Requested service is necessary for end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date; (8) Delayed orders with a future RFS date that meets any of the above-mentioned conditions; (9) National Security; (10) Business classes of service are unable to dial 911 due to previous order activity; and, (11) Business classes of service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

² For purposes of this illustration, "Designed Services" shall mean the provisioning of regulated circuits requiring treatment, equipment, or engineering design purchased from the Company's tariff or on an individual contract basis, including, but not limited to, Analog Private Line services, DS1 (including channelized), DS3, ISDN-BRI, special assemblies, Frame Relay Service, ATM Service and LAN Switching Services.
(Source: Qwest New Mexico Advanced Communications Tariff, Section 2, Page 24, Release 3)

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Expedites and Escalations Overview – V27.0

History Log (Link italicized text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

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For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

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0.25", Tabs: 0.5", List tab + Not at
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In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required

For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

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four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

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Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

Expedites Supporting Non-Qwest caused Restoral Requests

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
 - Populate the RPON field with the PON used on the original LSR if available
 - Populate the EXP field
 - Populate Manual IND = Y
 - The REMARKS field can be populated with the specific reason for the request such as:

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- Restoral request Full, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
- Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
- Restoral Request, Restore original full service back to CLEC XXXX, Or
- Restoral Request, Restore original partial service back to CLEC XXXX, Or
- Restoral Request, Restore original F Loc service, full/partial back to old CLEC
- Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

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Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified

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13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> • Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect • Follow expedite procedures

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> • Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service • Old CLEC must follow expedite procedures • Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move • New CLEC must follow expedite procedures • New CLEC will issue Disconnect LSR if required based on order scenario and order completion • Old and new CLECs will coordinate their order activity • Contact your Qwest Service Manager if you require assistance with old CLEC contact

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN
Conversion, Migration and/or	You want full or partial restoral	• Contact the Wholesale

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<p>Move Service Order has Completed</p>	<p>of previous service</p>	<p>ISC Call Center at 888 796-9087</p> <ul style="list-style-type: none"> • Open an Escalation ticket • Request a warm transfer to the CSIE Tier 1 support group • Place a verbal Restoral Request for Previous Retail Service, full or partial restoral • CSIE will advise you if a new LSR will need to be issued by you • If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.
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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex

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services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link italicized text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link italicized text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link italicized text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link italicized text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link italicized text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List italicized text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: http://www.qwest.com/wholesale/clecs/escalations.html)

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NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the Ordering Overview PCAT_ (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

- Non ASR/LSRs

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: October 27, 2005

Deleted: July 18, 2005

META Tags: Expedites; Escalations

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	Design ²	Non-Design
Requiring Approval (Qwest will expedite for zero charge if request meets conditions ¹)	(Eliminated by V27)	V11, \$0
Pre-Approved (Qwest will expedite under any conditions if CLEC pays expedite charge)	V11, \$200	V11, \$200

V27, All Design Including 2W/4W Analog
↓

<u>Pre-V11</u>	<u>V11</u>
Process: (1) Expedites	(1) Requiring Approval, (2) Pre-Approved

¹ (1) Fire; (2) Flood; (3) Medical emergency; (4) National emergency; (5) Conditions where the end-user is completely out of service (primary line); (6) Disconnect in error by Qwest; (7) Requested service is necessary for end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date; (8) Delayed orders with a future RFS date that meets any of the above-mentioned conditions; (9) National Security; (10) Business classes of service are unable to dial 911 due to previous order activity; and, (11) Business classes of service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

² For purposes of this illustration, "Designed Services" shall mean the provisioning of regulated circuits requiring treatment, equipment, or engineering design purchased from the Company's tariff or on an individual contract basis, including, but not limited to, Analog Private Line services, DS1 (including channelized), DS3, ISDN-BRI, special assemblies, Frame Relay Service, ATM Service and LAN Switching Services. (Source: Qwest New Mexico Advanced Communications Tariff, Section 2, Page 24, Release 3)

[REDACTED]

REDACTED:
Customer Identifying/
CPNI Information

March 17, 2006

Zack Reilly, National Account Manager
Eschelon Telecom, Inc.

Mr. Reilly,

[REDACTED] is a non-profit community rehabilitation organization that provides critical health care services, both inpatient and outpatient, to individuals with high level and urgent care needs. Our organization has been serving children and adults with severe developmental, physical and behavioral health needs in the east valley since 1957.

Two days ago our centralized phone system went down. Eschelon reports the need for proof of the nature our services to expedite re-installation of our phone services via T-1. We have spent the last 24 hours in the middle of a dispute between Eschelon and Qwest as to the reason for the discontinuation of service. Frankly, we don't care. Our disabled citizens are in jeopardy and could be at great risk without telephone service to be able to communicate healthcare, urgent care and programmatic needs. Please be advised that we have elevated this matter to our legal counsel. I trust that this issue will be taken care of immediately.

If you should have any further questions please feel free to contact [REDACTED]

REDACTED:
Customer Identifying/
CPNI Information

Sincerely,

Randy Gray
[REDACTED]

REDACTED:
Customer Identifying/
CPNI Information

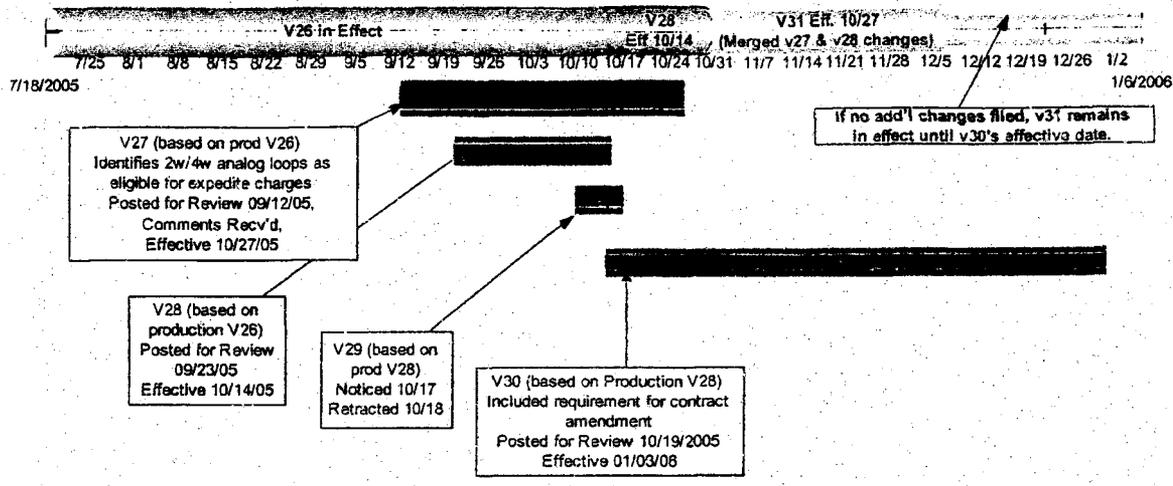
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CPNI Information

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[REDACTED]



Arizona Corporation Commission
 Docket No. T-0105B-05-0257
 Escalation Telecom of Arizona, Inc.
 Direct Testimony of Bonnie J. Johnson
 Exhibit BJ - A-7
 July 13, 2006

#	Page/Section	CLEC Comment	Qwest Response
1		<p><i>McCloud</i> 10/26/05 Comment: Qwest announced it will begin charging expedite fee for 2w/4w loops on Oct. 27th. Qwest just posted a Expedites and Escalations V30 which still has the 2w/4w analog loop exception included. I looked at the previous version (V29) and the exception was also present in that version. Qwest has given until November 3rd to comment on the V30 so I don't see how (1) Qwest can begin charging tomorrow (Oct. 27th) when the review isn't complete and (2) Qwest can even claim that 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process when it doesn't appear that Qwest has addressed this issue in prior reviews</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p>
2		<p><i>McCloud</i> 11/1/05 Comment:</p>	<p>There is no condition being removed in the Version 30 change. The change referenced in this comment was included in Version 27</p>

Qwest Response to Product/Process: _____ Comments