



Qwest
607 14th Street NW, Suite 950
Washington, DC 20005
Phone 202.429.3125
Facsimile 202.293.0561

Hance Haney
Executive Director-Federal Relations

October 23A, 2003

EX PARTE

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: WC Docket No. 03-194 – Application by Qwest Communications International Inc. for Authority to Provide In-Region InterLATA Services in the State of Arizona

Dear Ms. Dortch:

Yesterday, representatives of Qwest Communications International Inc. (“Qwest”) met with Commission staff. Attending the meeting on behalf of Qwest (either in person or via teleconference) were Dean Buhler, Hance Haney, Loretta Huff, Lyn Johnson, Nancy Lubamersky, Monica Luckritz, Lynn Notarianni, Barry Orrel, Daniel Poole, and Chris Viveros, as well as Peter Rohrbach and Yaron Dori of Hogan & Hartson. Commission staff present included Bill Dever, Cathy Carpino, Denise Coca, Darryl Cooper, Jeremy Marcus, Ken Lynch, Ceci Seppings, and Christi Shewman.

At the meeting Qwest addressed staff’s questions and provided additional information with respect to the above-referenced Application. First, staff asked Qwest for an update regarding Qwest’s implementation of certain Arizona Corporation Commission (“ACC”) directives in the ACC’s September 16, 2003, order. Qwest discussed its implementation of these directives as set forth in Attachment A to this filing.

Second, staff inquired as to the status of Qwest’s change request allowing CLECs to view their repair notices on the Qwest website. Qwest explained that its Maintenance and Repair Invoice Tool (“MRIT”) today provides CLECs with the ability to view their repair charges on line at <https://ecom2.qwest.com/rtici>. This tool was the product of a change request (CR-PC070202-2X) that was initially submitted by Eschelon. The MRIT User Guide also can be viewed on line at <http://qwest.com/wholesale/network/repairinvoiceguide.html>.

Qwest also explained that, shortly after MRIT was implemented on June 25, 2003, Eschelon notified Qwest that it was unable to view repair charges for its customers. Qwest determined that this was because the ownership check function, which verifies that the CLEC is the “owner” of the end user customer, did not perform as anticipated for CLECs with multiple

operating entities. Pending a software fix, Qwest provided CLECs with an interim solution, which gave Eschelon visibility into its repair charges. A system fix was later put into production on September 11, 2003, resolving this issue.

Subsequently, Qwest was notified by Eschelon that Eschelon was receiving an unexpected error message when using MRIT. Qwest worked collaboratively with Eschelon to try to recreate the error message, but the error condition did not recur. More recently, Eschelon notified Qwest that it could not utilize the "Search by Circuit ID" function, which is a subset of MRIT's full functionality. Qwest's own follow-up research into this issue indicated that the tool is operating as designed.¹ Qwest therefore proposed a meeting with the CLEC community to review the tool and the various options available to access repair charges. This meeting has been scheduled for Tuesday, October 28, 2003.

Third, staff asked whether Qwest has provided links on the Qwest website to certain portions of the Product Catalogue ("PCAT"). Qwest explained that its PCAT provides CLECs with a web-based link to a Customer Notification matrix describing Qwest-initiated maintenance and repair activities, and identifying those scenarios in which Qwest, rather than the CLEC, contacts the end user. The matrix can be viewed on the Qwest Wholesale Website at www.qwest.com/wholesale/clecs/maintenance.html (by scrolling to the section titled "CLEC Roles and Responsibilities," then scrolling to the section titled "Required Information," and clicking on the link for "Customer Notification").

Fourth, the parties discussed certain performance measures that Qwest has missed in three or more months in Arizona. Qwest explained that its commercial performance in Arizona over the past several months has been strong. In fact, with Qwest's most recent full month of performance results (August 2003) incorporated, Qwest missed performance benchmarks and/or parity standards in three or more months for only seven Performance Indicator Definitions ("PIDs") (out of over 1000 measures and submeasures): PO-2B-2 (LNP); OP-5 (DS1); MR-5, MR-6 and MR-8 (DS1 Unbundled Loop); OP-4 (Qwest DSL Resale); and BI-3A. Qwest noted that explanations for pre-August misses were already provided in Qwest's prior filings, and that those same explanations apply to August misses for PIDs PO-2B-2 (LNP), OP-5 (DS1), MR-8 (DS1 Unbundled Loop), and BI-3A.²

With respect to MR-5 (DS1 Unbundled Loop), Qwest noted that, on a disaggregated basis, the only misses Qwest experienced from April through August were in Zone One, which covers primarily urban exchanges.³ For MR-6 (DS1 Unbundled Loop), Qwest noted that, on a

¹ In the course of this follow-up research, Qwest concluded that its MRIT User Guide should be updated with instructions on how to utilize the "Search by Circuit ID" function, and that the instructions in its CEMR User Guide should be modified to reflect the same information.

² *See generally* Declaration of Dean Buhler, Performance Measures. *See also* Qwest Reply Comments, WC Docket No. 03-194, at Attachment A, 5-7; Qwest September 22A Ex Parte, WC Docket No. 03-194. Qwest further noted that its performance under PID PO-2B-2 (LNP) improved to over 91% in July and August. Had Qwest flowed through only four more LNP LSRs in July and five in August, it would have easily met the 95% benchmark.

³ Qwest met the parity standard in all five months in Zone Two, but missed the parity standard in Zone One in April July and August. *See Arizona Commercial Performance Results, September 2002 – August 2003, available*

disaggregated basis, the only misses Qwest experienced during this period also were in Zone One.⁴ Moreover, during the missed months for MR-6, the difference between the Retail and Wholesale interval for repairing DS1 Unbundled Loops was only one hour. With respect to OP-4 (Qwest DSL Resale), the difference between the Retail and Wholesale provisioning interval in August similarly was *de minimis*, less than half a day. On a regional basis, Qwest met virtually every PID disaggregation in recent months. Thus, the few performance misses Qwest experienced in August were not competitively significant.

Fifth, staff noted Eschelon's allegations that Qwest's advertising campaign violates sections of the Arizona SGAT because Qwest suggests in those advertisements that it is the underlying provider of an unidentified CLEC's service to an end user.⁵ Qwest explained that its SGAT does not prohibit such statements. Section 5.10.5 of Qwest's Arizona SGAT proscribes the party purchasing service from making a claim that its services are associated with the underlying carrier.⁶ It does not, however, preclude the underlying carrier itself from truthfully disclosing that others purchase service from it. Thus, Qwest explained that its advertising campaign does not violate the Arizona SGAT.

Qwest also advised staff at the meeting that the restatement of Qwest Communications International Inc.'s financial statements has been completed and that, as noted in the Application, the company intends to provide interLATA interexchange services in Arizona through both Qwest LD Corp. and Qwest Communications Corporation upon grant of the Application.

Finally, Qwest responded to a staff inquiry regarding the number of impasse issues that emerged in Technical Advisory Group ("TAG") workshops and the Arizona Third Party Test administered by Cap Gemini Ernst & Young ("CGE&Y"). In the TAG, which met regularly over four and a half years and covered a wide range of issues, a number of issues went to impasse and ultimately were presented to the ACC for resolution.⁷ Six of these impasse issues emerged as a result of disputes concerning CGE&Y's closure of Incident Work Orders issued during the Arizona Third Party Test.⁸ All of the impasse issues raised were resolved by the ACC prior to Qwest's filing of its Section 271 Application in this proceeding.

at http://www.qwest.com/wholesale/downloads/2003/030925/AZ_271_Sep02-Aug03_Exhibit_Checklist-Final.pdf, at 149 (MR-5A, Zone One) and 150 (MR-5B, Zone Two).

⁴ Qwest met the parity standard in all five months in Zone Two, but missed the parity standard in Zone One in June, July and August. See Arizona Commercial Performance Results, September 2002 – August 2003, available at http://www.qwest.com/wholesale/downloads/2003/030925/AZ_271_Sep02-Aug03_Exhibit_Checklist-Final.pdf, at 149 (MR-6D, Zone One) and 150 (MR-6E, Zone Two).

⁵ See Eschelon Ex Parte, WC Docket No. 03-194, October 14, 2003, at 4.

⁶ See Arizona SGAT at § 5.10.5 ("Neither Party shall without the express written permission of the other Party, state or imply that . . . (4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates").

⁷ See OSS Declaration at ¶ 31.

⁸ See *id.* at ¶ 74.

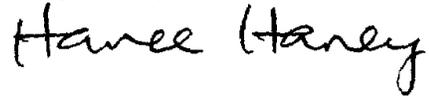
Letter to Ms. Dortch

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The 20-page limit does not apply to this filing. Please contact the undersigned if you have any questions concerning this submission.

Respectfully submitted,

A handwritten signature in black ink that reads "Hance Haney". The signature is written in a cursive style with a large, prominent "H" and "H" at the end.

Hance Haney

Attachment

cc: Cathy Carpino
Denise Coca
Darryl Cooper
Bill Dever
Ryan Harsch
Ken Lynch
Jeremy Marcus
Janice Myles
Gary Remondino
Ceci Seppings
Christi Shewman

STATUS OF ACC DIRECTIVES REGARDING SELECT DISPUTED ISSUES

DISPUTED ISSUE	ACC DIRECTIVE	STATUS
OSS-Related Disputed Issue No. 7 – Billing Accuracy	Qwest must count the manual adjustments it routinely makes when generating UNE-Star bills for Eschelon as inaccuracies under PID BI-3A until Eschelon’s customer base is converted to the automated process or Qwest demonstrates that Eschelon has unreasonably prevented Qwest from implementing this conversion (§§ 40-43).	Qwest and Eschelon have been working diligently and collaboratively to convert Eschelon’s UNE-Star accounts to an automated billing process. The most recent meeting between the parties took place on October 9, 2003, which resulted in one action item for Qwest and another for Eschelon. Neither of these action items prevent the conversion from occurring. Therefore, Qwest continues to believe Eschelon’s UNE-Star customer base is ready for conversion to an automated billing process.
Non-OSS-Related Disputed Issue No. 1 – UNE-P Feature Availability: Remote Access Forwarding	Qwest must make four AIN features (remote access forwarding, scheduled forwarding, dial lock, and do-not-disturb) and voicemail available to CLECs ordering UNE-P (§§ 54-56, 58-60, 62-63).	SGAT was updated on August 29, 2003, to make the four AIN features and voicemail available to CLECs.
	Qwest should include ACC staff’s proposed language regarding fees for activating features (§§ 64-67).	CLECs today can share in the cost of activating features, and Qwest will memorialize this in section 9.11.1.3.2 in the next version of its Arizona SGAT.
	Qwest must certify that its front line employees are properly trained, publish such certification and a general description of the training categories on its website, implement a streamlined complaint process, and modify its relationship management survey to incorporate CLEC input (§§ 68-71).	Qwest has documented that its front line employees are properly trained and provided a description of the training categories on its Wholesale Website. <i>See</i> www.qwest.com/wholesale/customerService/clecs.html . Qwest also has streamlined its complaint process on its Wholesale Website. <i>See</i> www.qwest.com/wholesale/clecs/exesclover.html . Furthermore, Qwest has agreed to modify its customer survey to incorporate Arizona CLEC input in the next iteration of this survey.
Non-OSS-Related Disputed Issue No. 3 – DSL Disconnect in Error	Qwest must use the DSL repair out-of-service interval, rather than the standard provisioning interval, when restoring a CLEC customer’s DSL service that was	Qwest today uses the repair out-of-service interval, rather than the standard provisioning interval, for restoring CLEC end user DSL service that has been

DISPUTED ISSUE	ACC DIRECTIVE	STATUS
	disconnected by Qwest in error. This should be memorialized in Qwest's PCAT (§§ 76-79).	disconnected by Qwest in error. This information will be reflected in the PCAT shortly, following Qwest's issuance of a Level 1 Event Notification to CLECs through CMP on or before October 31, 2003.
Non-OSS-Related Disputed Issue No. 5 – M&R: Discrimination	Qwest should implement the Eschelon change request seeking access to Wholesale maintenance and repair invoices on the Internet so CLECs can access them as soon as the work is completed (§§ 82-84)	Qwest implemented a Maintenance and Repair Invoice Tool (MRIT) on June 25, 2003, to enable CLECs to view their repair charges online. The MRIT was the product of Eschelon's change request seeking to obtain a statement of time and materials charges once Wholesale M&R work is completed. Shortly after the MRIT was put in place, Eschelon informed Qwest that the tool was not working properly. A system fix therefore was placed into production on September 11, 2003, to resolve this issue. Additional information regarding the status of this issue can be found on pages 1-2 of the letter to which this Attachment A is appended.
Non-OSS-Related Disputed Issue No. 11 – Policy of Not Applying Rates in Interconnection Agreements	Qwest must immediately suspend its policy of assessing construction charges on CLECs for line conditioning and reconditioning and immediately provide refunds to any CLECs relating to these charges. Qwest also should reinstitute its prior policy on these issues, as reflected in its SGAT. Qwest must obtain ACC approval prior to implementing any such charges (§§ 104-109).	At an August 15, 2003, CMP meeting, Qwest committed to cease treating DS1 line conditioning and reconditioning as construction with associated charges. This commitment was memorialized in a CMP Notification issued to CLECs on August 20, 2003. Additional CLEC concerns regarding this issue were addressed in subsequent CMP Notifications. <i>See</i> Qwest Reply Comments, WC Docket No. 03-194, at 6-11. Qwest has agreed in Arizona that it will not impose DS1 line conditioning charges without ACC approval. To the extent other rates change, those changes would appear in Qwest's SGAT, which is subject to ACC review each time it is revised. The ACC has held that any new rate must be considered interim and subject to true up based on the outcome

DISPUTED ISSUE	ACC DIRECTIVE	STATUS
		of the ACC's review of that rate in a cost docket proceeding. <i>See</i> ACC Opinion and Order, Docket No. T-00000A-97-0238, Decision No. 66201, August 25, 2003, at ¶ 25.