

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest  
Corporation for Arbitration with Eschelon  
Telecom, Inc. Pursuant to 47 U.S.C. Section  
252 of the Federal Telecommunications Act of  
1996**

**Docket No. UT-063061**

**EXHIBIT DD-14**

**TO THE**

**REBUTTAL TESTIMONY OF DOUGLAS DENNEY**

**ON BEHALF OF ESCHELON TELECOM, INC.**

**DECEMBER 4, 2006**

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**From:** Johnson, Bonnie J.  
**Sent:** Friday, June 24, 2005 10:38 AM  
**To:** Bonnie Johnson; [email redacted@qwest.com]; Isaacs, Kimberly D.; Stichter, Kathleen L.  
**Subject:** Qwest Billing Dispute Process CR

In CMP last week, I committed to getting back to Qwest off line on whether Eschelon agrees to close the CR. Here is Eschelon's response. Please include our response in the CR status history.

Eschelon's position has not changed on this CR Qwest implemented. Qwest implemented this CR over Eschelon's objection and Qwest can close the CR over our objection. Eschelon's ICA controls and this process does not apply to Eschelon or any CLEC that has billing dispute provisions in its contract.

Thanks,

Bonnie J. Johnson  
Director Carrier Relations  
Eschelon Telecom, Inc.  
Phone [REDACTED]  
Fax [REDACTED]  
Cell [REDACTED]  
[email redacted]

**From:** Clauson, Karen L.  
**Sent:** Wednesday, April 06, 2005 4:57 PM  
**To:** [Vonda.Hill (Qwest) email redacted]; 'Hsiao, Doug'; 'Christensen, Larry'  
**Cc:** Copley, Ellen M.; Markert, William D.; Effler, Gary L.; Stichter, Kathleen L.; Gilbert, Chris; Johnson, Bonnie J.; Oxley, J. Jeffery; 'Nielsen, Joshua'; 'Novak, Jean'  
**Subject:** Billing disputes

Vonda:

Your email below was forwarded to me for response. Communications on this issue should be directed to me. Eschelon's position is that any such rejection by Qwest will be a violation of each state's interconnection agreements between Qwest and Eschelon. Please ensure that all appropriate billing and other personnel at Qwest are aware of this. As this involves contract and legal issues, I am directing this note to Qwest attorney Doug Hsiao and its interconnection director, Larry Christensen.

Although Qwest has developed its own process for billing through CMP, CMP is both not a part of these ICAs and, even were it to apply, the CMP document specifically provides that the ICA controls.\* There is no requirement in our ICAs to use the process you describe. As long as we provide our billing disputes in writing per the ICAs, Qwest must process them per the ICA. Our current processes comply with the ICAs.

Eschelon has indicated that, if Qwest desires changes to the current process that has been in place for a long time under the existing ICAs, Eschelon is willing to work with Qwest on any such changes, if Qwest will do so MUTUALLY. Eschelon may also trial at least some aspects of Qwest's "new" billing dispute process, but only on an optional, voluntary basis. Use of that process is not required by the ICAs, and Eschelon reserves all rights to use the process it has been using.

If Qwest continues to assert that it may unilaterally impose Qwest's "new" billing process upon Eschelon over its objection, please provide the basis in each state's contract for Qwest's position. Then we can arrange a call to discuss the issue. In the meantime, Qwest needs to continue processing the bills per the existing process, as it has been doing for a period of years pursuant to those same ICAs. Qwest should NOT reject any disputes on this basis.

Karen L. Clauson  
Senior Director of Interconnection/Attorney  
Eschelon Telecom, Inc.  
730 2nd Ave. South, Suite 900  
Minneapolis, MN 55402  
Phone: [REDACTED]

Fax: [REDACTED]

\*Section 1.0 of Qwest's CMP Document provides: "In cases of conflict between the changes implemented through this CMP 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 to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement. " See [http://www.qwest.com/wholesale/downloads/2005/050328/QwestWholesaleChangeManagementDocument\\_03\\_28\\_05.doc](http://www.qwest.com/wholesale/downloads/2005/050328/QwestWholesaleChangeManagementDocument_03_28_05.doc)

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

**From:** Hill, Vonda [email redacted]  
**Sent:** Wednesday, April 06, 2005 1:08 PM  
**To:** [Gary Effler (Eschelon) email redacted]; [Ellen Copley (Eschelon) email redacted]  
**Cc:** Chapman, Debra  
**Subject:** DISPUTES

**Gary and Ellen,**

**I wanted to make sure you knew of the new way disputes are to be submitted to Qwest.**

**The new process is located on our [www.qwest.com/wholesale/clecs/billdisputeprocess.html](http://www.qwest.com/wholesale/clecs/billdisputeprocess.html) <<file://www.qwest.com/wholesale/clecs/billdisputeprocess.html>>**

**If the disputes are not submitted the new way they will be rejected. The short paid balances will be subject to Late Payment Charges. We will start the collection process on any unpaid balances.**

**Vonda Hill  
QWEST Wholesale Billing  
900 Keo Way 4S  
Des Moines, IA 50309  
Phone: [REDACTED]  
FAX: [REDACTED]  
E-mail: [redacted]**

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[http://www.qwest.com/wholesale/downloads/2005/050317/Qwest\\_Response\\_to\\_comments\\_on\\_PROS\\_02\\_18\\_05\\_F\\_02576\\_Dispute\\_Process\\_V1.doc](http://www.qwest.com/wholesale/downloads/2005/050317/Qwest_Response_to_comments_on_PROS_02_18_05_F_02576_Dispute_Process_V1.doc) (Eschelon comments and Qwest response to above.

**Qwest Response to Product/Process CMP - Billing Information – Dispute Process – V1.0 Comments**

#	Page/ Section	CLEC Comment	Qwest Response
1		<i>Eschelon March 04, 2005 Comment: The list below is not exhaustive. Eschelon will also send a WORD document with this information</i>	Throughout this document, Eschelon makes many assertions, legal and otherwise, that are not relevant to this process document. Qwest reserves it's right to address these assertions in the

	<p><i>to the CMP mailbox as format is often changed using this process.</i></p> <p><i>Eschelon objects to Qwest's billing dispute process. Qwest's billing dispute process is beyond the scope of the commitment Qwest made to LTPA. Qwest is trying to change a CLECs legal rights by calling it process.</i></p> <p><i>In addition, Qwest expanded the new process to move even farther from LTPA's initial purpose which is Qwest's commitment to provide additional detail when Qwest denies a billing dispute initiated by the CLEC (at least if the CLEC so desires this information). Qwest and CLECs can agree to such a process for providing additional detail. The remainder can and should be dealt with in each CLEC's ICA.</i></p> <p><i>Much of the work involved in billing disputes, for example, would not be required at all if Qwest had met its contractual obligation to provide complete and accurate bills. The problems at issue arise because of Qwest's failure to provide accurate billing to CLECs. Qwest resources should be spent improving billing accuracy rather than Qwest's elaborate proposal. Qwest's proposal would significantly increase resources required by CLECs to dispute bills. For example, the number of dispute notifications required by Qwest's inefficient proposal would be approximately 5 times the number of dispute notifications Eschelon currently initiates each month, for the same number of disputes. CLECs already expend too many resources on billing disputes and Qwest's proposed process adds additional steps that create no additional benefit to CLECs.</i></p> <p><i>Eschelon does not object to providing additional information (such as even more contract/tariff information than currently provided) when needed within the current process, and has already done so. Eschelon's objection is to the</i></p>	<p>appropriate forum. In this document, Qwest limits it's responses to the process-related issues.</p> <p>For Qwest to be able to continue providing prompt, consistent and standard resolution of disputes for all CLECs, a consistent form and process is needed for all CLECs to submit their disputes. The proposed process will lead to greater efficiencies because it will ensure that information is provided in a uniform and appropriate manner. Qwest business procedures are documented on WWW.Qwest.Com rather than Individual Interconnection Agreements. Work processes, business rules, and organizational practices that do not address Section 251 obligations do not fall within the purview of interconnection agreements. Qwest, by providing notice of changes to these processes via CMP, is providing full rein to CLECs to exercise their legal rights..</p> <p>In order to process a dispute, Qwest needs to completely understand what the customer is disputing. Qwest has committed [Resolution Section] to provide specific details that will be included in the resolution letters and has provided examples of the format it will use. Qwest's response to the dispute is a function of the information it is provided by the disputing carrier. A uniform and comprehensive dispute submission process will facilitate a comprehensive response. Once again, Qwest must reiterate that this forum is not only the appropriate place in which to address these processes; it is also the required forum.</p> <p>Re: 5 times the number of dispute notifications..... Qwest will continue to provide Acknowledgment and Resolution Letters by Main Billing Account Number (i.e. BAN or Summary Billing Telephone Number) for all customers</p> <p>There can be no dispute that a uniform process will lead to greater efficiency.</p>
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	<p><i>unnecessary additional work and rigid structure that introduces inefficiencies where much simpler minor changes to the current process would be sufficient. The proposed process introduces even more uncertainty and delay to billing disputes because Qwest has inserted unnecessary steps that it can use to reject claims for no substantive reason.</i></p> <p><b>DESCRIPTION</b>  <i>The description fails to describe the optional nature of the process. Eschelon objects to Qwest's use of mandatory language, such as "requirement". Eschelon has been clear from the start that its interconnection agreement (ICA) controls, so Eschelon (and other CLECs with similar or other controlling ICAs) is not required to use the procedure</i></p> <p><i>A CLEC should not be forced to submit a dispute to get a "billing type question" answered. Billing questions and disputes are two different requests and should be treated as such.</i></p> <p><b>TERMS AND CONDITIONS</b>  <i>Eschelon asks Qwest to add a terms and conditions section and asks Qwest to add the following language to Terms and Conditions.</i>  <i>"In cases of conflict between this process and any CLEC interconnection agreement the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement." This language applies to the entire procedure and is not specific to intervals for submitting a claim. Eschelon asks Qwest to add this language to Terms and Conditions (see Submitting a dispute).</i></p> <p><b>IMPLEMENTATION</b>  <b>SUBMITTING A CLAIM</b>  <i>See Terms and Conditions about first paragraph</i></p>	<p>The work CLECs encounter in submitting a dispute is a mere fractional component of the work Qwest must undertake to resolve disputes for all CLECs. Individualized processes impede the ultimate goal that both CLECs and Qwest seek which is the prompt and comprehensive resolution of disputes.</p> <p><b>DESCRIPTION</b>  This Dispute Business Procedure Process is not optional for disputes submitted to the Wholesale Service Delivery Coordinator. Business Process Procedures are documented and located on www.Qwest.com rather than individual Interconnection Agreements.</p> <p>The dispute process addresses disputes that are submitted in writing. An inquiry is not considered a dispute unless it is submitted in writing. Use of the Dispute Form will help alleviate confusion.</p> <p><b>TERMS and CONDITIONS:</b>  It is not appropriate to include Terms and Conditions in this business process document.</p>
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	<p><i>Paragraph 5</i>  <i>Qwest's proposed process including the "rules" when filling out the dispute notification form, are not an improvement over the existing process Qwest and Eschelon jointly developed over a two-year period. It appears that, as Qwest downsizes its own operations, it is attempting to shift work to CLECs that appropriately belongs to Qwest. In fact, Qwest sent Eschelon a notice that effective 2/7/05, Qwest was downsizing the Qwest billing SDC's working on Eschelon's account from 3 to 2. Qwest replaced the two experienced Qwest billing SDC's familiar with Eschelon's account with ONE Qwest billing SDC that had never worked on Eschelon's account. It is inefficient to impose additional work on many CLECs that Qwest itself should be doing to process its own bills. Qwest's proposed process creates additional work, such as:</i></p> <ul style="list-style-type: none"> <li><i>- On additional claim forms, Qwest would require Eschelon to enter redundant data that is already on the summary tab of the spreadsheet Eschelon currently submits to Qwest. This additional manual entry increases the workload for Eschelon.</i></li> <li><i>- Navigating within dispute files becomes more complicated and time consuming due to the addition of claims and claim forms.</i></li> <li><i>- Dispute reasons for all Summary BANs must be revised under Qwest's process. This would affect both dispute memos submitted the first month of implementation and new disputes going forward.</i></li> <li><i>- Qwest requires additional contract/tariff information and/or locate and repeat ICA information and tariff citations that were already provided to Qwest in previous dispute memos.</i></li> <li><i>- Historical Claim Forms and an additional detail worksheet for dispute back-up must be created for all disputes over 60 days under Qwest process. This is an attempt by Qwest to circumvent the manner in which the</i></li> </ul>	<p>Streamlining of billing dispute processes is a natural evolution in the industry. Enabling SDCs to serve CLECs in a more efficient manner will lead to a reduced expenditure of time and resources for all concerned. While Eschelon would undoubtedly prefer to have Qwest dedicate vital personnel solely to its issues this does not benefit the other industry participants.</p> <p>Any transition to a new system requires some additional work by all concerned. The ultimate goal is not to minimize Eschelon's workload, but to create a more efficient system that will benefit the entire industry. The additional work Eschelon identifies seems to amount to the mere transfer of information to the relevant document location, and pales in comparison to the amount of work that individualized CLEC dispute processes places on Qwest.</p>
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	<p><i>PIDS operate. The PIDs are driven by the true date of the dispute. Qwest cannot alter the operation of the PID by creating a false date. In addition, Qwest is unclear how Qwest intends to count claims if they are not resubmitted each month.</i></p> <p><b>EXAMPLE DISPUTE SUPPORTING INFORMATION FORMAT:</b>  <i>Last paragraph  Qwest’s process asks for different information on the subject line Eschelon sends than Qwest returns on responses to Eschelon. The addition of claims and claims forms is burdensome enough. Eschelon asked that Qwest respond using the same subject line that Qwest requires Eschelon to send Qwest. This would at least allow Eschelon to match the dispute with the response.</i></p> <p><b>EMAIL OUT OF OFFICE MESSAGE</b>  <i>Qwest agreed to look into revising this section. CLECs voiced their concerns about this section because Qwest is putting additional burden on CLECs to manage Qwest’s staffing. We understood that Qwest is looking into revising this section. Although Qwest has had ample time (several months) to do so, Qwest has still not revised this section. Eschelon reserves the right to comment on the new section. Please provide an update on the progress Qwest has made for the revision of this section.</i></p> <p><b>ACKNOWLEDGMENT OF A DISPUTE</b>  <i>Eschelon finds Qwest’s language “pursuant to a written agreement” highly objectionable. Qwest can negotiate changes to CLECs ICA’s if Qwest wants a written agreement. This is not appropriate language for a business procedure and Qwest should remove this.</i></p> <p><i>Qwest needs to expand its description of the information provided in the response when a claim is rejected to</i></p>	<p>Re: Example Dispute Supporting Information Format:  Qwest will provide a standard subject header line on all Acknowledgments and Resolution Letters for all customers.</p> <p><b>EMAIL OUT OF OFFICE MESSAGE</b>  Qwest would like to offer, in the future, an automated dispute management tool so CLECs can submit disputes “on line.” This process should provide online dispute status and improve the out of office process. Qwest is currently reviewing this option.</p> <p><b>ACKNOWLEDGMENT OF A DISPUTE</b>  Re: Pursuant to a written agreement”  The language is merely intended to provide a way to document the parties mutually agreed upon process, and does not implicate the parties Interconnection Agreement.</p> <p>This statement allows CLECs to work with the Billing SDC if, for some reason, they need to submit a dispute other than by email, fax or U. S. Mail.</p>
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	<p><i>ensure that the level of detail is no less than the level of detail required of CLECs. Currently, Qwest simply states that it will communicate what information is missing, without committing any detail. If the problem is something other than missing information, a detailed explanation is needed. Because Qwest would require a detailed claim form from CLECs, Qwest should likewise be required to complete a detailed acknowledgement response form with an equal level of detail. Qwest should draft one and distribute to CLECs for comments.</i></p> <p><b>REJECTED DISPUTE EXAMPLES</b>  <i>Qwest’s proposal places form over substance. Even if a CLEC provides Qwest with every piece of information Qwest needs to address a billing dispute completely, Qwest’s proposed process would allow Qwest to reject a legitimate dispute based on alleged non-compliance with a rigid form.</i></p> <p><b>QWEST’S DISPUTE RESOLUTION</b>  <i>Qwest made significant revisions from version 9 on this section. Under additional fields that could appear:  Eschelon asked Qwest to change “could be included” to “will be included”. Qwest made that change, however, Qwest removed “If it forms the basis for denial” and added “if available”. How can Qwest form a basis for denial if that information is not available.</i></p> <p><i>See paragraph 2 under</i>  <b>ACKNOWLEDGMENT OF A DISPUTE</b></p> <p><b>ESCALATIONS</b>  <i>Last paragraph  This paragraph is confusing and the first and second sentence conflict with each other. If Qwest’s intention of the</i></p>	<p>Qwest will communicate what information is missing. If it is something other than missing information, Qwest will provide a detailed explanation.</p> <p><b>REJECTED Dispute Examples</b></p> <p>For Qwest to be able to continue providing prompt, consistent and standard resolution of disputes for all CLECs, a consistent process is needed. The proposed process will lead to more efficiency because it will ensure that information is provided in a uniform and appropriate manner.</p> <p>A dispute missing required information needed to process the dispute or not submitted using the form will be rejected.</p> <p><b>QWEST’S DISPUTE RESOLUTION</b></p> <p>The section merely references information that will be provided, if the information is available and relevant. If that information is available Qwest will provide it; however, other independent sources could form the basis for denial and this information will be provided if available.</p> <p><b>ESCALATIONS:</b>  If a CLEC disagrees with Qwest’s resolution, there are 2 options:  1. Refer to the Dispute Resolution Billing Dispute or Section of their contract and</p>
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	<p><i>second sentence is to mean “However, Qwest’s expectation is resolution of a dispute will occur at the first level of Management”, then say that. If that is Qwest’s intent, Eschelon believes that is a performance issue internal to Qwest and should not be included in this process</i></p>	<p>submit the dispute to the address in the “notice” section of their contract 2. Submit disagreement of Qwest resolution pursuant to the Escalations section in the Wholesale Billing SDC Dispute Business Procedure Process.</p>
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<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E03%2E18%2E05%2EF%2E02712%2EFNL%5FDispute%5FProcess%5FV1%2Edoc> (Qwest notice it had respond to comments on version 1 Billing dispute PCAT)

<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E02%2E18%2E05%2EF%2E02576%2EDispute%5FProcess%5FV1%2Edoc> (Qwest notice on 2/18/05 that Qwest was sending version one of the PCAT for comments)

**From:** Johnson, Bonnie J.  
**Sent:** Thursday, December 16, 2004 1:21 PM  
**To:** [Donne Devine (Qwest) email redacted]; Bonnie Johnson; [cmpcr (Qwest) email redacted];  
**Cc:** Copley, Ellen M.; Johnson, Bonnie J.  
**Subject:** Billing Dispute Process

Qwest billing SDC’s (see attached note from Deb Judge) are recommending Eschelon use Qwest proposed process. Eschelon’s ICA controls how Eschelon sends billing disputes to Qwest. It is certainly questionable that Qwest billing SDC’s would be suggesting that Eschelon follow the process that Eschelon has objected to prior to Qwest’s implementation date. Sue Kriebel at Qwest said on the call that Qwest SDC’s, for the most part, are not even aware of, or have been trained on the new dispute process. In some cases, Qwest billing SDC’s are making statements on the phone such as “when the new process starts you can’t do this.” Perhaps the SDC’s are aware that Eschelon objected to Qwest’s proposed process.

“Also, in anticipation of the changes in the way disputes are suppose to be submitted starting sometime next year, I would like to suggest that all of the bill dates for Frame Relay bans be changed to the same bill date. Currently there are some bans that have the 10th bill date and some have the 16th bill date. Then they would meet the criteria to be submitted on the same spreadsheet as they are today. It would be a relatively simple “fix”.”

Please advise the Qwest billing SDC’s that Eschelon will use the process outlined in its ICA.

Thanks,

Bonnie J. Johnson  
 Director Carrier Relations  
 Eschelon Telecom, Inc.  
 Phone [REDACTED]  
 Fax [REDACTED]  
 Cell [REDACTED]  
 [email redacted]

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**From:** Johnson, Bonnie J.  
**Sent:** Friday, December 03, 2004 2:26 PM  
**To:** [Donna Devine (Qwest) email redacted]  
**Cc:** Johnson, Bonnie J.; Stichter, Kathleen L.; Copley, Ellen M.  
**Subject:** Eschelon comments - Qwest dispute billing claim business procedure version 9

Donna,  
Eschelon sent comments to Qwest on Version 8 of Qwest's proposed Wholesale Local Dispute Claim Process on 9/30/04. In those comments, Eschelon had significant concerns regarding Qwest's proposal. Though Qwest did make some changes as a result of Eschelon's concerns, too many unresolved issues remain on Qwest's proposal.

In response to your request, Eschelon again provides these additional comments on Qwest's proposed "Wholesale Local Dispute (Claim) Business Procedure." Again, the list below is not exhaustive, however, it gives you an idea of the issues that cause Eschelon to continue to object to this proposed procedure. Eschelon has been clear from the start that its interconnection agreement (ICA) controls, so Eschelon (and other CLECs with similar or other controlling ICAs) is not required to use the procedure. Nonetheless, Eschelon continues to attempt to work on the proposed procedure to assist Qwest in making it attractive to CLECs such as Eschelon so that they may choose to use it. Even still, that has not yet happened. The proposed procedure is not an improvement over the existing process, so Qwest has provided little incentive to use it. It appears that, as Qwest down-sizes its own operations, it is attempting to shift work to CLECs that appropriately belongs to Qwest. Much of the work involved in billing disputes, for example, would not be required at all if Qwest had met its contractual obligation to provide complete and accurate bills. It is inefficient to impose additional work on many CLECs that Qwest itself should be doing to process its own bills.

Qwest's proposed process creates additional work, such as:

- At least one new tab in the spreadsheet (a new claim form) must be created for all dispute memos under Qwest's process. This would be a total of up to 85 additional claim forms that would need to be created and maintained each month for all Summary BANs for Eschelon alone.
- On those additional claim forms, Qwest would require Eschelon to enter redundant data that is already on the summary tab. This additional manual entry greatly increases the work load for Eschelon.
- Navigating within dispute files becomes more complicated and time consuming due to the addition of these claim forms.
- All dispute reasons for all Summary BANs must be revised under Qwest's process. This would affect both dispute memos submitted the first month of implementation and new disputes going forward.
- Qwest requires additional contract/tariff information and/or locate and repeat ICA information and tariff citations that were already provided to Qwest in previous dispute memos. (On the claim form, for rates, Qwest requires both the page and section number for tariffs. This should either be the page or the section number and not both).
- Historical Claim Forms and an additional detail worksheet for dispute back-up must be created for all disputes over 60 days under Qwest process. This is an attempt by Qwest

to circumvent the manner in which the PIDS operate. The PIDs are driven by the true date of the dispute. Qwest cannot alter the operation of the PID by creating a false date.

As discussed, Eschelon does not object to providing additional information (such as even more contract/tariff information than currently provided) when needed within the current process, and has already done so. Eschelon's objection is to the unnecessary additional work and rigid structure that introduces inefficiencies where much simpler minor changes to the current process would be sufficient. The proposed process introduces even more uncertainty and delay to billing disputes because Qwest has inserted unnecessary steps that it can use to reject claims for no substantive reason.

**Examples of specific issues with the document/proposed Process:**

**TITLE**

Qwest replaced the word process with business procedure - Please describe Qwest's intent of the name change from process to business procedure. Throughout the document Qwest still uses the term process and not procedure (for example the first sentence of description).

**DESCRIPTION**

The description fails to optional nature of the process. Eschelon objects to Qwest's use of mandatory language, such as "must" throughout the document.

Qwest states that the words bill date and bill period is interchangeable. Eschelon disagrees that these words are interchangeable. Eschelon believes a bill period is, for example, the 4<sup>th</sup>, 10<sup>th</sup>, 16<sup>th</sup>, etc. A bill date adds the month, so for example, it would be 9/04, 10/16, etc.

In general Eschelon never understood Qwest's clarification of the interchangeable words. If they mean the same thing, Qwest should use one or the other.

**TERMS AND CONDITIONS**

Consistent with the CMP document and CMP notices, this section should clearly state: "In cases of conflict between this process 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 to such interconnection agreement." Qwest said that this language does not appear in Process PCATs and is specific to Product PCATs. However, Qwest itself uses this language in its own proposal under implementation. This language applies to the entire procedure and is not specific to intervals for submitting a claim. Eschelon asks Qwest to add this language to Terms and Conditions.

**IMPLEMENTATION**

**SUBMITTING A CLAIM**

See Terms and Conditions about first paragraph

**ADDITIONAL CLAIM SUBMITTING CRITERIA**

Second bullet. Eschelon recommends Qwest remove the i.e. and simply state "multiple months are allowed" for clarity.

Regarding the third bullet

For clarity once again, Eschelon recommends the sentence read "If CLEC is disputing multiple months, separate out the disputes.....etc.

If Qwest does not make Eschelon's recommended changes, Qwest should at least correct the typo Eschelon believe Qwest made. The date should read 01/10/04 in the i.e.

See also paragraph 6 under additional work

#### Example #2

Qwest agreed to allow Eschelon to put the claim form and summary information on the same tab. Version 9 of the business procedure does not state tab 1 and tab 2 can be combined. Qwest should add that option to the procedure.

#### EXAMPLE DETAIL TAB

Regarding the first paragraph after the table. Qwest should insert after SDC ", unless the ICA provides otherwise."

#### E-MAIL OUT OF OFFICE MESSAGE

CLECs have voiced their concerns about this section, and we understand that Qwest is looking into revising this section. Eschelon reserves the right to comment on the new section.

#### BILLING DISPUTE (CLAIM) NOTIFICATION FORM AND SUPPORTING INFORMATION

See comments above regarding additional work and specific sections.

In LTPA, Qwest agreed to provide certain detailed information to CLECs regarding dispute responses/resolution. Instead, in CMP, Qwest is attempting to shift that burden to CLECs (see column titled "Additional Customer Required Information").

#### FORM AND FIELD DICTIONARY

Eschelon recommends Qwest revise this paragraph to "If multiple months for same bill period are disputed....etc. At least correct i.e. to 01/10/04.

See also paragraph 6 under additional work

#### RECEIPT OF CLAIM

Eschelon finds Qwest's addition of "pursuant to a written agreement" highly objectionable. Qwest can negotiate changes to CLECs ICA's if Qwest wants a written agreement. This is not appropriate language for a business procedure and Qwest should remove this.

Subject line. The acknowledgement should include the same subject line as in the dispute if by E-mail.

#### Last bullet

Qwest needs to expand its description of the information provided in the response when a claim is rejected to ensure that the level of detail is no less than the level of detail required of CLECs. Currently, Qwest simply states that it will communicate what information is missing, without committing any detail. If the problem is something other than missing information, a detailed explanation is needed. Because Qwest would require a detailed claim form from CLECs, Qwest should likewise be required to complete a detailed acknowledgement response form with an equal level of detail. Qwest should draft one and distribute to CLECs for comments.

#### REJECTED CLAIM EXAMPLES

See comments above.

Regarding paragraph number two is particularly objectionable. Qwest should remove the last part of the sentence so the sentence reads "If the claim is missing required supporting information Qwest needs to process the claim." Language such as this suggests that Qwest is attempting to make the process more difficult and more likely to result in rejection.

Regarding paragraph number three. Qwest should clarify that the billing claim relates to a cost order and delete the word "final." Qwest has indicated on the adhoc calls, that it will abide by the effective date in Commission order.

Regarding paragraph number four. Eschelon understands Qwest's intent, however, the description remains unclear. Perhaps we could work on language on the call.

#### BILLS IN CABS/BOS FORMAT

See above regarding terms and conditions

#### QWEST RESOLUTION OF A CLAIM

See comments above.

Regarding the second paragraph of this section, it is unclear how Qwest intends to count claims if they are not resubmitted each month. The impact on invoice reconciliation is also unclear in situations in which CLEC does not pay a disputed portion of the bill. The following sentence of the same paragraph and example are also unclear.

Regarding Qwest "Definition of Qwest's Resolution" it is unclear what Qwest intends with this list. In addition, the note in the final bullet point is inaccurate. The Commission determines the implementation date.

The following will be entered on the resolution.

Qwest should state where this information will appear. Will it be in the body of the E-mail?

Subject line. Qwest should send the resolution attached to the original dispute for request. The additional correspondence will be difficult to manage. If Qwest never changes the subject line it will make it more manageable for the CLECs. Qwest can add the dispute ID to that subject line.

#### SAMPLE GRANTED DISPUTE RESOLUTION LETTER

Qwest did provide a sample letter, however, Eschelon recommends Qwest use a form and asks Qwest to provide a form field dictionary. Because Qwest would require a detailed claim form from CLECs, Qwest should likewise be required to complete a detailed Resolution Letter form with at least as much detail. Qwest should draft one and distribute to CLECs for comments.

#### SAMPLE PARTIAL (GRANT AND DENY) RESOLUTION LETTER

See above

Will Qwest be providing a form and field dictionary or sample letter for full denial?

#### QWEST STATUS OF A CLAIM

See above comments regarding level of detail, subject line and resubmission of claims. See also Terms and Conditions above.

#### ESCALATIONS

Regarding paragraph two. The second sentence is unclear. Depending on Qwest's intent, Eschelon will comment.

Bonnie J. Johnson  
Director Carrier Relations  
Eschelon Telecom, Inc.  
Phone [REDACTED]  
Fax [REDACTED]  
Cell [REDACTED]  
[email redacted]

**From:** Johnson, Bonnie J.

**Sent:** Thursday, September 30, 2004 12:38 PM

**To:** Doug Andreen (E-mail); [Donne Devine (Qwest) email redacted]

**Cc:** Clauson, Karen L.; Markert, William D.; Copley, Ellen M.; Stichter, Kathleen L.; Smith, Raymond L.; Johnson, Bonnie J.; Effler, Gary L.; Chad Warner (E-mail); Leilani Hines (E-mail); Michelle Sprauge (E-mail); Don Taylor (E-mail); Emily Baird (E-mail); Jennifer Arnold (E-mail); John Berard (E-mail); Liz Balvin (E-mail); Nancy Sanders (E-mail); Pj Koller (E-mail); Sarah Padula (E-mail); Donna NCAM Osborne-Miller (E-mail)

**Subject:** Wholesale Local Dispute Claim Process/Eschelon comments Revision 8

Donna,

In response to your request, Eschelon provides these additional comments on Qwest's proposed "Wholesale Local Dispute (Claim) Process." While the list below is not exhaustive, it gives you an idea of the issues that cause Eschelon to continue to object to this proposed process. Eschelon has been clear from the start that its interconnection agreement (ICA) controls, so Eschelon (and other CLECs with similar or other controlling ICAs) is not required to use the process.

Nonetheless, Eschelon has been willing to attempt to work on the proposed process to assist Qwest in making it attractive to CLECs such as Eschelon so that they may choose to use it. So far, that has not yet happened. The proposed process is not an improvement over the existing process, so Qwest has provided little incentive to use it. It appears that, as Qwest down-sizes its own operations, it is attempting to shift work to CLECs that appropriately belongs to Qwest. Much of the work involved in billing disputes, for example, would not be required at all if Qwest had met its contractual obligation to provide complete and accurate bills. It is inefficient to impose additional work on many CLECs that Qwest itself should be doing to process its own bills.

Qwest's proposed process creates additional work, such as:

- At least one new tab in the spreadsheet (a new claim form) must be created for all dispute memos under Qwest's process. This would be a total of at least 85 additional claim forms that would need to be created and maintained each month for all Summary BANs for Eschelon alone.
- On those additional claim forms, Qwest would require Eschelon to enter redundant data that is already on the summary tab. This additional manual entry greatly increases the work load for Eschelon.
- Navigating within dispute files becomes more complicated and time consuming due to the addition of these claim forms.
- All dispute reasons for all Summary BANs must be revised under Qwest's process. This would affect both dispute memos submitted the first month of implementation and new disputes going forward.
- Qwest requires additional contract/tariff information and/or locate and repeat ICA information and tariff citations that were already provided to Qwest in previous dispute memos. (On the claim form, for rates, Qwest requires both the page and section number for tariffs. This should either the page or the section number and not both).
- Historical Claim Forms and an additional detail worksheet for dispute back-up must be created for all disputes over 60 days under Qwest process. This is an attempt by Qwest to circumvent the manner in which the PIDS operate. The PIDs are driven by the true date of the dispute. Qwest cannot alter the operation of the PID by creating a false date.

As discussed, Eschelon does not object to providing additional information (such as even more contract/tariff information than currently provided) when needed within the current process. Eschelon's objection is to the unnecessary additional work and rigid structure that introduces inefficiencies where much simpler minor changes to the current process would be sufficient. The proposed process introduces even more uncertainty and delay to billing disputes because Qwest has inserted unnecessary steps that it can use to reject claims for no substantive reason.

### **Examples of specific issues with the document/proposed Process:**

Qwest refused to conduct end to end testing of this process. Qwest limited the "trial" to form submission. The bulk of the process is untested.

#### **DESCRIPTION**

The description fails to describe the purpose of the proposed process. Unlike other descriptions in the PCAT or the SCAT this description begins to describe a piece of the process rather than its overall nature.

The description also fails to optional nature of the process. Eschelon objects to Qwest's use of mandatory language, such as "must" throughout the document.

The last sentence of the first paragraph of the description is inappropriate. This is an editorial comment and not a process or a description. It certainly does not describe the process from Eschelon's ICA (an opt in of the AT&T ICA). If Qwest insists on including such an editorial comment, Qwest should also include CLECs' position. For example, the description should say: "CLECs recommend you do not pay the total amount due until a claim for dispute is resolved, although the CLEC may pay late payment charges if not resolved in its favor.

The second paragraph

#### **DIAGRAM**

The diagram does not follow true flow chart format, so it is difficult to follow.

Because the diagram is an attempt to reflect the proposed process, Eschelon will not comment on it separately. To the extent the process is modified the diagram should be modified accordingly.

#### **TERMS AND CONDITIONS**

Consistent with the CMP document and CMP notices, this section should clearly state: "In cases of conflict between this process 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 to such interconnection agreement."

Paragraph number one in this section should not be limited to time periods. As indicated above, all terms of the ICA prevail.

The second paragraph of this section is unclear. Qwest suggested that this language refers to a time period, but the language does not say that. Instead it refers to how claims will be analyzed. If Qwest is suggesting that the interval for claim resolution may depend upon applicable laws, Qwest should so state more clearly. Use of the passive voice ("will be analyzed") also adds ambiguity.

In addition the second paragraph refers to an ICA that is silent on this issue. Eschelon does not believe its ICAs are silent on this issue. If Qwest disagrees, Qwest needs to request an ICA amendment to be publicly filed. (Many existing ICAs do not have any CMP provision.) If Qwest believes a contract is silent on this issue and does not amend the contract, when the contract does not have exhibit G, but claims CLECs agreed to this process, query whether Qwest is operating under an unfiled agreement.

The third paragraph of this section is inaccurate and contrary to the ICAs. This statement is contrary to the process that has been in place between Eschelon and Qwest under their existing ICAs for a period of several years. Eschelon will continue to use the process it has been using. Any rejection by Qwest based on non use of this proposed process is inappropriate. As discussed

such a rejection will result in Eschelon using the formal notice process under the ICAs, and Larry Christiansen will likely be swamped with billing disputes. Once a resolution is reached, Larry and the unfiled agreements committee at Qwest will need to determine whether the resolution is an agreement that needs to be filed.

See also paragraph one of Additional Claim Submittal Criteria discussed below.

## PRICING

This section is inapplicable and should be deleted. If Qwest nonetheless includes it, at a minimum it should indicate the prices are included in the ICAs.

## IMPLEMENTATION SUBMITTING A CLAIM

Qwest should insert after SDC ", unless the ICA provides otherwise." The remainder of this paragraph is too narrow. It does not account for multiple numbers that do not readily fit in the subject line, for example. At a minimum, the word "must" should be changed to "may". Another possibility is to add "as space permits" at the end of this line. Rejecting a claim for failure to include such numbers in the subject line when Qwest receives the information as part of the email submission, would be inefficient, duplicative, and place form over substance. Examples such as this one suggest that Qwest is attempting to make the process more difficult and more likely to result in rejection.

The first two format options are unusable for the reasons previously discussed. Regarding the third format option, Qwest has agreed to delete the last sentence of its previous proposed language. Even with that deletion, the third option adds unnecessary work and undue complication, with no corresponding benefit. Eschelon already provides the needed information in spreadsheet form, and there is no point to complicating this by adding another form.

## ADDITIONAL CLAIM SUBMITAL CRITERIA

Throughout this section, the term "Main Account Number" should be followed by the insertion of "Billing Telephone Number".

Paragraph one of this section assumes that Qwest has provided certain information to CLEC. It should be modified to indicate that CLEC needs to provide information only if Qwest provides it on the bill to CLECs. A general statement to this effect should be added to the terms and conditions section, because this concept applies to other provisions of the document. Qwest bills, at times, reflect inaccurate information or are missing information. Qwest cannot require CLECs to provide accurate information that Qwest did not provide and certainly cannot reject claims for this reason.

In paragraph 2-4 of this section, Qwest has inserted references to claim workbooks. Based on previous discussions, Eschelon believes Qwest did this in error (or is misusing the term workbook). As previously discussed Qwest has agreed to allow multiple claims on one spreadsheet/workbook. If, however, Qwest intended to make this change, Eschelon objects to this increased work. Eschelon currently provides very specific detailed information by BAN to Qwest for disputes. For the ease of both parties, Eschelon often places these disputes in one spreadsheet. Qwest's proposed process, would create additional work and complication by requiring multiple spreadsheets.

Regarding paragraph 5. See comments above regarding additional work. It is also unclear why the CLEC needs to provide the name of Qwest's own SDC to Qwest.

Regarding paragraph 6. This information is already provided.

Regarding paragraph 7. There is no need to duplicate the BTN on the detail tab because it is on the summary tab. The more relevant information is the detail which is already provided. Unlike the



current process which allows copying and pasting from Billmate, this provision would require additional manual typing of this information.

Regarding paragraph 8. See note above as to terms and conditions.

Regarding paragraph 9. See note about 60 days and the PIDs.

Paragraph number 10 is unclear. If Qwest intends to require separation of disputes even when Qwest combines the information on its own bills, this is particularly objectionable. In addition, if Qwest is attempting to alter the operation of the PID, this is an improper use of CMP. Qwest has clearly taken the position in the past that such changes must be made, if at all, through LTPA and approved by the Commission.

Regarding rejection of the claim for missing information, see above.

#### OUT OF OFFICE MESSAGE

CLECs have voiced their concerns about this section, and we understand that Qwest is looking into revising this section. Eschelon reserves the right to comment on the new section.

#### CUSTOMER BILLING DISPUTE (CLAIM) NOTIFICATION FORM AND FIELD DICTIONARY

See comments above regarding additional work and specific sections.

In LTPA, Qwest agreed to provide certain detailed information to CLECs regarding dispute responses/resolution. Instead, in CMP, Qwest is attempting to shift that burden to CLECs (see column titled "Additional Customer Required Information").

#### ACKNOWLEDGMENT OF CLAIM

The acknowledgement should include the same subject line as in the dispute if by E-mail.

#### EXAMPLES WHEN A CLAIM WILL BE REJECTED

See comments above.

This section is unclear. Use of the passive voice also adds ambiguity. For example, who decides if a request is "considered and inquiry only"? If a CLEC has committed the time and resources to completing the claim form per Qwest's process, Qwest should not be able to unilaterally deem it an inquiry only.

Qwest needs to expand its description of the information provided in the response when a claim is rejected to ensure that the level of detail is no less than the level of detail required of CLECs. Currently, Qwest simply states that it will communicate what information is missing, without committing any detail. If the problem is something other than missing information, a detailed explanation is needed. Because Qwest would require a detailed claim form from CLECs, Qwest should likewise be required to complete a detailed acknowledgement response form with an equal level of detail. Qwest should draft one and distribute to CLECs for comments.

Regarding paragraph number two, Qwest should clarify that the billing claim relates to a cost order and delete the word "final." Qwest has indicated on the adhoc calls, that it will abide by the effective date in Commission order.

Regarding paragraph number 3, CLECs should not have to resubmit the dispute or the form. This paragraph is also unclear.

Paragraph number 5 is particularly objectionable. If Qwest fails to correct billing errors before the next bill cycle, a new dispute may be appropriate. Problems with bill media are also appropriate disputes. Frequently, for example, Qwest provides Billmate files that are missing required field information or contain inaccurate information. For example, in May, most of the bills for AZ, CO

and UT were missing the service order classification and number and contained the wrong or missing WTN on the MONTSERV file. Qwest's error prevented Eschelon from validating the bills and the dispute was therefore required. As indicated above, Qwest should not be able to avoid its obligation regarding billing disputes by claiming the dispute is an "inquiry."

Regarding paragraph number 6. If this is an issue, Qwest needs to provide the specific limitations it is referring to.

#### BILLS IN CABS/BOS FORMAT

See above regarding terms and conditions

#### QWEST RESOLUTION OF A CLAIM

See comments above.

Regarding the second paragraph of this section, it is unclear how Qwest intends to count claims if they are not resubmitted each month. The impact on invoice reconciliation is also unclear in situations in which CLEC does not pay a disputed portion of the bill. The following sentence of the same paragraph and example are also unclear.

Regarding Qwest "Definition of Qwest's Resolution" it is unclear what Qwest intends with this list. In addition, the note in the final bullet point is inaccurate. The Commission determines the implementation date.

For the next two sections regarding the content of the Resolution Notification Letter, Eschelon disagrees with Qwest's conclusions about what is required and what may be optional. For example, the claim resolution, amount in dispute, and additional detail must be included. As discussed above with respect to the acknowledgement, Qwest needs to provide at least as much detail as it requires of CLECs and committed to in LTPA. Qwest should compare, for example, the detail list under "Additional Customer Required Supporting Information" in the section of the document describing the claim form with the minimal level of detail listed in this section. Because Qwest would require a detailed claim form from CLECs, Qwest should likewise be required to complete a detailed Resolution Letter form with at least as much detail. Qwest should draft one and distribute to CLECs for comments. For example, despite its agreement in LTPA, Qwest states that it will only provide a docket number for a cost case. Qwest needs to provide the specific citation to the applicable portion of the order. Qwest states that it "could" include certain information when it should say it "will."

#### QWEST STATUS OF A CLAIM

See above comments regarding level of detail and resubmission of claims. See also Terms and Conditions above.

#### PAYMENTS and PAYMENT HISTORY

The ICAs deal with payments and are not appropriately part of a billing claim procedural document/process. The information is also incorrect especially with respect to the last paragraph of the payment history.

#### REMAINING PROVISIONS OF THE DOCUMENT

Eschelon has not reviewed URL's in the remaining sections to see if they are accurate.

See above comments.

Eschelon has previously described issues with the document/process. If Qwest has questions we can discuss on the next adhoc call.

Thank you,

Bonnie J. Johnson  
Director Carrier Relations  
Eschelon Telecom, Inc.  
Phone [REDACTED]  
Fax [REDACTED]  
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[email redacted]

**From:** Johnson, Bonnie J.  
**Sent:** Friday, July 23, 2004 5:00 PM  
**To:** [Donne Devine (Qwest) email redacted]  
**Cc:** Doug Andreen (E-mail); Johnson, Bonnie J.; Markert, William D.; Smith, Raymond L; Clauson, Karen L.; Copley, Ellen M.; Stichter, Kathleen L.; Isaacs, Kimberly D.  
**Subject:** Eschelon response and example dispute

Attachments contain confidential CLEC information

Donna,

As discussed on the 7/15/04 Billing dispute process ad-hoc call, Eschelon is willing to move forward to work collaboratively with Qwest to develop an optional billing dispute process. The goal would be to make the process attractive enough for all CLECs to use. To reach that goal, Qwest and CLECs will need to work collaboratively to develop a process that meets the needs of all CLECs. As the Qwest CMP ad-hoc meetings progressed, and CLECs raised concerns and provided comments, it became apparent to Eschelon that each CLEC had developed a unique dispute process with their dedicated Qwest billing SDC team. Eschelon spent two years developing a mutual process with its dedicated Qwest billing SDCs. That process has met both Eschelon and Qwest's needs since it was developed and implemented. Qwest must have recognized each CLEC is unique and has different volume, pricing, products and internal processes and a "one size fits all" approach would not be an effective way to help their customers manage the billing disputes a CLEC sends Qwest when Qwest bills a CLEC incorrectly. As a result, Qwest and CLECs choose to include the terms of the billing dispute the CLECs ICA. For Qwest to now say Qwest prefers the process MCI currently uses may meet MCI's needs, however, that leaves other CLECs with significant changes and increased work load with no benefit to the CLEC.

Eschelon believes the appropriate approach would be to allow each CLEC to continue to use its current spreadsheet format and continue sending the same information the CLEC sends using the format under a CLECs current process. In one of the first ad-hoc meetings, Eschelon asked Qwest if Eschelon could continue to use the current spreadsheet and submit multiple forms to care for the different BANS and bill dates. Eschelon understood Qwest agreed to that process, however, in a later meeting when Eschelon asked the question again because Eschelon had concerns about a portion of the process Qwest was proposing, Qwest said it would not allow Eschelon to keep its current spreadsheet intact. Perhaps if Qwest had provided meeting minutes reflecting the conversation that took place in the first meeting, Qwest or Eschelon may have recognized the different understanding of the conversation sooner than later.

The following was Eschelon's understanding:

General

- Eschelon requested Qwest provide the "Customer Billing Dispute (Claim) Notification form" in an EXCEL format. That request did not get noted
- Eschelon would attach the above form as a tab in the spreadsheet

Example (1)

Western region (includes two BANS, one for WA and one for OR – both share the same bill date). This one spreadsheet would represent two separate claims. Eschelon would label the “form tab” and the “detail tab” in an agreed upon format so Qwest can easily recognize they go together.

The end result would be:

1. One E-mail
2. One spreadsheet
3. Two forms contained within the spreadsheet



Example-Disp  
Memo.xls (498 KB)..

Example (2)

Central region (includes Utah Resale, Utah UNE-P and Utah UNE-Star BANS –not all BANS have the same bill date) This spreadsheet would represent three separate claims. Eschelon would label the “form tab” and the “detail tab” in an agreed upon format so Qwest can easily recognize they go together.

The end result would be:

1. One E-mail
2. One spreadsheet
3. Three forms contained within the spreadsheet



Example-UT Disp  
Memo.xls (1,01...

Thanks for your consideration,

Bonnie J. Johnson  
Director Carrier Relations  
Eschelon Telecom, Inc.  
Phone [REDACTED]  
Fax [REDACTED]  
Cell [REDACTED]  
[email redacted]

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

**From:** Johnson, Bonnie J.  
**Sent:** Thursday, July 08, 2004 10:21 AM  
**To:** Doug Andreen (E-mail)  
**Cc:** Johnson, Bonnie J.  
**Subject:** Eschelon's Comments on Qwest's Version 4 Billing Dispute Process

Eschelon objects to Qwest's proposed CR. Qwest's proposed CR is beyond the scope of the commitment Qwest made to LTPA. Qwest is trying to change a CLECs legal rights by calling it process. Although Qwest claims that there is a correlation between its proposed “process” and the billing PIDs, that correlation does not exist for the vast majority of Qwest's proposal. Qwest's proposal applies to many invoices/products not even measured by the billing PIDs. In fact, Qwest has refused to add such items to those PIDs. (See, e.g., Issue 5, LTPA Issues Matrix at

[http://www.qwest.com/about/policy/ltpa/docs/June\\_2\\_Matrix.pdf](http://www.qwest.com/about/policy/ltpa/docs/June_2_Matrix.pdf).) In addition, Qwest continues to expand its proposal to move even farther from LTPA's initial purpose. For example, in Qwest's 4<sup>th</sup> revision of the Dispute Claim Process, Qwest added an entirely new 90 day provision (discussed below) that is unrelated to the amount of detail that accompanies dispute denials. The single issue that is relevant to the billing PIDs, however, is Qwest's commitment to provide additional detail when Qwest denies a billing dispute initiated by the CLEC (at least if the CLEC so desires this information). Qwest and CLECs can agree to such a process for providing additional detail. The remainder can and should be dealt with in each CLEC's ICA.

The problems at issue arise because of Qwest's failure to provide accurate billing to CLECs. Qwest resources should be spent improving billing accuracy rather than Qwest's elaborate proposal. Qwest's proposal would significantly increase resources required by CLECs to dispute bills. For example, the number of dispute notifications required by Qwest's inefficient proposal would be approximately 5 times the number of dispute notifications Eschelon currently initiates each month, for the same number of disputes. CLECs already expend too many resources on billing disputes and Qwest's proposed process adds additional steps that create no additional benefit to CLECs.

Qwest's proposal states that certain time deadlines or steps apply when an ICA does not contain that particular time deadline or step. Qwest is attempting to misuse CMP to unilaterally impose its own interpretation of ICA language. CLECs may interpret silence as to a time limit or step to mean that there is no time limit (or the time limit is elsewhere in the ICA or state law, such as a limitations period) or that no step is required. If Qwest disagrees with an ICA interpretation, the proper procedure is to invoke the ICA dispute process. Qwest's proposal is an attempt to displace the Commission's or Arbitrator's authority to decide such issues. At a minimum, Qwest's language misleads business personnel at CLECs about the meaning of the ICA and whether that meaning is decided. Qwest's statements about the ICA are too broad and out of context. Qwest cannot say that a deadline applies, for example, when it hasn't even checked a particular ICA to determine whether that is the case or whether there is other language in the ICA to the contrary.

Another problem with Qwest's proposed 90 day limit is the language "from when the charge first appeared on the bill" is that it does not account for billing errors that legitimately are not discovered until later. For example, Qwest recently asked Eschelon about the status of certain lines being billed. When Eschelon investigated, Eschelon found that Qwest was billing Eschelon for those lines even though Qwest sent loss reports to Eschelon for these lines in 2002 and 2003. Under the current process, Qwest has properly agreed to refund those payments back to 2002 and 2003. Qwest's proposal would lead to unfair results such that Qwest would benefit from its own billing errors and is a significant departure from Qwest's current practice. Pursuant to Qwest's current process, "Questions concerning the application of the CLEC/Qwest ICA are considered compliance issues" that are dealt with outside of CMP (See <http://www.qwest.com/wholesale/downloads/2002/020729/QwestServiceCenterManagerRolesRelationtoCMP06-06-02.doc>). The documentation containing this statement was developed in CMP redesign. Qwest cannot now unilaterally deal with contact application issues in CMP in violation of its own process and its commitment in CMP redesign. This issue is one of the application of contract/ICAs and not a CMP issue. It is beyond the scope of CMP.

With respect to Qwest's proposed form and related process (See page 13 of Qwest's 4<sup>th</sup> version of its proposed "process"), it is overly complicated, insufficiently flexible, and contrary to Qwest's current escalation process (which allows CLEC to go to any level at anytime and go to a higher level of Manager than identified in Qwest's proposal). Qwest's proposal places form over substance. Even if a CLEC provides Qwest with every piece of information Qwest needs to address a billing dispute completely, Qwest's proposed process would allow Qwest to reject a legitimate dispute based on alleged non compliance with a rigid form. Resubmission of the form is extra work and causes delay. Qwest's proposal introduces unnecessary resource burdens and delays.

Regarding the section on "returns of claims" (See page 11 of Qwest's 4<sup>th</sup> version of its proposed "process"), Qwest's terminology is a euphemism that causes unnecessary confusion. Instead of

using "returned," Qwest should simply say "rejected" because that is what Qwest means. Regarding number 5 in Qwest's list of examples of when a claim will be rejected, Qwest needs to delete this "example" from the list. If the parties disagree as to the need for an ICA amendment or the source or application of a rate, Qwest should accept the dispute and take the normal steps to obtain resolution of the dispute. Unlike some of the other examples, a claim rejected based on reason number 5 cannot be "corrected" and resubmitted. A decision is needed regarding the disagreement of the parties. Therefore, the dispute needs to be recognized and get resolved. As to the remaining examples, Eschelon understands Qwest plans to revise the examples. Eschelon reserves the right to comment on Qwest's proposed language, if Qwest continues to pursue its proposal.

Eschelon opposes Qwest's CR. Eschelon reiterates its request that Qwest instead initiate a notice on this issue. The notice should state that Qwest will provide CLECs with the detailed reason(s) for Qwest's denial of a dispute (which reasons have been agreed upon in the LTPA/CMP joint meeting) when Qwest denies a CLEC's billing dispute, if a CLEC makes a one-time request to receive such information on an ongoing basis. (Because the process would be optional, a level one notice is sufficient. However, because this issue has already been dealt with in CMP, Qwest could also modify its CR to deal with just this one issue and deal with it that way, if that is preferable to Qwest.) This notice would meet the commitment Qwest made in LTPA. If a CLEC requests this information for future dispute resolutions and Qwest fails to provide the required information, then Qwest's response should count as a miss in BI-5B. If a CLEC does not request the detail, Qwest may count the response as timely, assuming Qwest responds to the claim within 28 days of acknowledging the claim. (Alternatively, Qwest can provide the committed additional detail to all CLECs if it is easier for Qwest to do so.)

Bonnie J. Johnson  
Director Carrier Relations  
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[email redacted]

---

**From:** Johnson, Bonnie J.  
**Sent:** Wednesday, May 12, 2004 1:21 PM  
**To:** [Donna Devine (Qwest) email redacted]  
**Cc:** Smith, Raymond L; Isaacs, Kimberly D.; Copley, Ellen M.; Markert, William D.; Johnson, Bonnie J.; Mike Zulevic (E-mail); Stephan Calhoun (E-mail); Liz Balvin (E-mail); Stichter, Kathleen L.  
**Subject:** Billing Dispute process/Eschelon response

Donna,  
I am attaching Eschelon's response that Qwest and the CLECs agreed was due by COB on 5/13/04. As a general note, Eschelon believes that Qwest's CR has significant changes to Eschelon's existing billing dispute process. Qwest committed in LTPA to providing more detail on its resolution responses. Qwest said it had to submit a CR to make those changes. The CR Qwest submitted is a complete redesign of the entire dispute process. Qwest said "Qwest's expectation was that CMP would address several aspects of the billing claim process". Qwest has always had the ability to address the billing claim process in CMP. If Qwest had submitted the request to CMP with only the change Qwest committed to making in LTPA and needed to go through CMP to make, (increasing the detail on the resolution response) the change could have been implemented quickly. This change does not impact CLECs process and could be considered "optional" because the CLEC could choose to review the additional data Qwest would

provide, or not. Instead, Qwest submitted a CR that had changes well outside the scope of the LTPA commitment Qwest made.

Comments on the revised draft document:

- 1.) Pages 4 and 5 of Qwest's revised document contains four examples of disputes submitted. Qwest states that the first two examples will be excluded from BI-5. However, Qwest has populated "1" in the BI-5A and BI-5B "count". How can a dispute be excluded from the PID and at the same time included in the PID?
- 2.) (New question based on MCI #22) On page 9 of the revised document, Qwest states that if "a claim is determined to be a legally disputed claim, the claim will be resolved and [sic] resolution letter sent." Will Qwest's resolution letter state "Status", "Resolution" or some other identification of the response type?

Please let me know if you have questions or concerns.

Thanks,

Bonnie J. Johnson  
 Director Carrier Relations  
 Eschelon Telecom, Inc.  
 Phone [REDACTED]  
 Fax [REDACTED]  
 Cell [REDACTED]  
 [email redacted]

**Questions from Eschelon, MCI and Cbeyond related to Supporting Documents Associated with Dispute (Claim) Process CMP PC040604-1 – Revision 1 dated 4/20/2004**

#	CLEC Question	Qwest Response
1	<p><b>Eschelon</b>  <b>Date receive: May 3, 2004</b>  <b>Question:</b> Qwest asserts that this CR is in response to requests made by CLECs in Long Term PID Administration ("LTPA").<sup>1</sup> Explain how each change Qwest proposes to how CLECs submit claims is necessary to respond to the CLEC request for Qwest to provide additional detail in Qwest's responses when it denies a CLEC claim.</p>	<p>Qwest's expectation was that CMP would address several aspects of the billing claim process. Included in that was the additional details in Qwest's response when it denies a CLEC claim. The combination of the change request and ensuing CMP discussion go to the heart of that matter.</p> <p>Specifically, Qwest's intent is to expand on the level of detail currently provided on the resolution letters.</p> <p>If Qwest denies or grants a claim, our system will be able to generate consistent information back to you driven from the data submitted with the initial claim. This will assist in providing consistent data on your resolution letter.</p> <p>The following should be entered on the Resolution:</p> <ul style="list-style-type: none"> <li>• Today's Date</li> <li>• Your Contact Name:</li> </ul>

<sup>1</sup> Qwest April 26, 2004 Documentation at 3.

		<ul style="list-style-type: none"> <li>• Your Address</li> <li>• City, State, Zip code</li>   <li>• Identify if Status or Resolution</li>   <li>• Customer Claim #, if available</li> <li>• Qwest Dispute ID #</li> <li>• If it forms the basis of the denial, Cost docket, and Docket # will be included</li> <li>• If <u>it</u> forms the basis of the denial, the Service order will be included <u>(Eschelon does not track by service order number. Qwest should provide the PON that generated the service order/orders or in the case of M&amp;R charges the Qwest trouble ticket number.)</u></li> <li>• If it forms the basis of the denial, Interconnection Agreement (IA), SGAT or tariff, the section will be included <u>(Eschelon requests additional documentation on the level of detail Qwest will provide. For example, the section of the ICA should be down to the paragraphs that Qwest is referencing (2.4.4.2.3 not just section 2.0) and Qwest should tell the CLEC which tariff Qwest is referring to as well as the exact section of that tariff. Qwest should remove SGAT from this section. If a CLEC is operating under the SGAT, that is their ICA.)</u></li> </ul> <p>The following applies to Resolution only:</p> <ul style="list-style-type: none"> <li>• Claim Resolution (Deny, Grant or Partial Deny or Grant)</li> <li>• Amount in Dispute</li> <li>• Spreadsheet or other documentation that details the resolution for each Dispute Type, including how or why the conclusion was reached</li> <li>• Credit Invoice Period: mm/dd/yyyy to mm/dd/yyyy</li> <li>• Credit should appear on your mm/dd/yyyy bill</li> </ul>
2	<p><b>Eschelon</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> In LTPA, Qwest “agreed to advocate before the CMP, processes and procedures to provide greater detail when a claim is denied.”<sup>2</sup> Why has Qwest failed to document in this CR the detail Qwest will provide when Qwest denies claims such as, citing cost docket orders/compliance filings and/or sections of Interconnection Agreements?</p>	<p>The detail was not in the initial change request because it was a judgment call on the appropriate level of detail to include. Based on CLEC feedback, that detail has been added. It was always Qwest’s intent to discuss the level of resolution detail in the CMP process. Qwest’s intent remains to expand on the level of detail currently provided on the resolution letters. Qwest will cite a Cost Docket/compliance filing and or sections of Interconnection Agreements in resolution letters</p>

<sup>2</sup> See LTPA Final Issues Matrix, March 25, 2004 at 6.



		See #1
3	<p><b>Eschelon</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> If a CLEC disputes Qwest’s denial of a claim, Qwest states that the CLEC “will be required to explain why you disagree with the resolution.”<sup>3</sup> How can CLECs provide an explanation unless Qwest provides its reason for denying the claim?</p>	As stated in the response to an earlier question, Qwest will provide the level of detail in the resolution for the customer to understand the reason for the denial. The expectation is that when challenging a denial of a claim, the specific details from the resolution that are in question be provided.
4	<p><b>Eschelon</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> In this CR, Qwest is attempting to require CLECs to cite cost docket/tariff, including section or page number, or Qwest will reject the CLEC’s claim.<sup>4</sup> Please explain why Qwest is attempting to avoid its burden to charge appropriate rates. Qwest’s approach to its customers should not be, “prove to me Qwest can’t charge this.” Please also explain if it is Qwest’s intent to begin rejecting disputes that do not contain the proposed “Customer Required Supporting Information.”</p>	Qwest’s intent is to expand on the level of detail currently provided on the resolution letters. Qwest is committed to providing accurate bills to you. Providing the cost docket/tariff and contract references in the claim will help Qwest to understand exactly what is being disputed. This should assist in providing a quality resolution letter to you. Yes, it is the intent for Qwest to return disputes that do not contain customer-required information. <u>(Eschelon comment – Qwest states above that Qwest’s intent is to expand the level of detail it provides on resolution letters. Instead, Qwest has designed the process so the CLEC has the onus to first provide to Qwest the very detail Qwest said it would provide. That being the case, Eschelon asks Qwest to include the detail required to justify charges on the bills it sends to the CLEC. For example, the bill should have per ICA section 2.4.3.4 or per next to a USOC, NRC, RC or M&amp;R charge, so the CLEC can verify whether Qwest is appropriately charging the CLEC.)</u>
5	<p><b>Eschelon</b>  <b>Date Received: May 3, 2004</b>  <b>Question:</b> Please define the terms “claim” and “dispute” as used by Qwest. Qwest’s glossary provides that the two words are interchangeable, but does not define what a claim is.</p>	Dispute is to “call into question”. Claim is “this matter needs (claims) attention: <u>(Qwest has provided a “dictionary definition”. Eschelon will clarify the request. Please provide a definition that describes Qwest use of the term in this process. Eschelon asks Qwest to define all terms it uses the first time in this process in some manner.)</u>
6	<p><b>Eschelon</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Qwest currently reports BI-5 performance based on however the CLEC submits the dispute. For example, if the CLEC submits one claim for multiple invoices, Qwest acknowledges and responds to that one claim submission. Please explain precisely the intent of the proposed Dispute Detail Section Information Section #11. The description of</p>	Qwest is asking that claims greater than 60 days from the bill period be submitted on one claim and less than 60 days from the bill period on another claim. Or, if multiple disputes are submitted, we will use the oldest bill date. <u>(Eschelon comments – Qwest stated in the response to #1 that “Qwest’s expectation was that CMP would address several aspects of the billing claim process.” In short, Qwest is making changes to the billing dispute process that would not be</u>

<sup>3</sup> Qwest April 26, 2004 Documentation at 7.

<sup>4</sup> Qwest April 26, 2004 Documentation at 5.

	<p>Section #11 is too vague. The intention of this section appears to greatly expand the number of disputes that CLECs must submit each month.</p>	<p><u>required to meet the commitment Qwest made to LTPA. The form Qwest has introduced has no bearing on and does not drive the PID. Qwest does not require the form now to report this PID. Qwest stated that information the CLEC would provide on this form is manually loaded into a tracking database. Is the information Eschelon currently sends manually entered into this database? It is Eschelon's understanding that database is the source of the data for the PID and not this form. The form and its required fields are a significant change to the existing process Eschelon and the Qwest billing team spent almost two years developing. Since Qwest currently reports this PID using the current process, Eschelon recommends that Qwest use this CR, which Qwest told LTPA it needed, to implement a process to provide more detail on the resolution letter. Qwest then can submit a separate CR if it wishes to make additional changes to the billing dispute process that are unrelated to the changes required to fulfil its commitment to LTPA.)</u></p>
7	<p><b>Eschelon:</b> <b>Date received: May 3, 2004</b> <b>Question:</b> Please define the term "Dispute Reason Code" on page 6 of the Documentation. How is this term different from "Dispute Type"?</p>	<p>Dispute Reason Code and Dispute Type mean the same. The document will be changed to reflect this.</p>
8	<p><b>Eschelon:</b> <b>Date received: May 3, 2004</b> <b>Question</b> How will Qwest use Field 16 to link the current dispute to a prior dispute?</p>	<p>This provides a way for the customer to reference the dispute ID # they disagree with. If you disagree with Qwest's resolution, Qwest will need to know what claim number the customer disagrees with so the Service Delivery Coordinator (SDC) can refer to that claim.</p>
9	<p><b>Eschelon:</b> <b>Date received: May 3, 2004</b> <b>Question:</b> In this CR, Qwest states, "If you receive an 'Out of Office' message, you may send the claim to the SDC backup. If the claim is not sent to the SDC backup, the receipt of the claim will be the day the SDC is scheduled to return to the office." Please remove this limitation as it conflicts with Qwest's PID language. The BI-5 PID defines the date of receipt as follows: "Date of receipt is the date Qwest receives the claim."</p>	<p>The out of office issue was discussed and agreed upon at the February 20, 2004 LPTA Ad Hoc meeting (<u>Eschelon agrees this process was discussed at the February 20, LTPA Ad Hoc meeting, however, Eschelon does not agree that CLECs agreed to this process. Qwest has not yet provided the minutes of this meeting for review. John Kern (LTPA facilitator) reported for this meeting "2/20 - Qwest has withdrawn the "legally disputed claims" exclusion. Qwest will review the proposed PID to determine if changes are required as a result of open cost docket proceedings (e.g., no written order is available or rates are retroactive). Qwest rejected the proposal by Eschelon to extend the claims period from 60 days to 90 days but CLECs agreed to review the use of national OBF guidelines to see if it addresses this issue. CLECs agreed to develop a proposal to include "timely credits" and a new diagnostic disaggregation to count the % of resolved claims denied by Qwest that CLECs</u></p>

		<p>challenge within “x” number of days. Both proposals are due by Mar. 1 To assist in this effort, Qwest agreed to forward billing claim PIDs used by other ILECs. This issue will be discussed again on 2/27 at 1:30 MST/2:30 CST.” As you can see, John Kern makes no mention of this change that Qwest said CLECs agreed to. In addition, the updated March 11<sup>th</sup> draft Qwest sent to LTPA did not reflect this change. A change of this nature impacts CLECs business units and would need to be communicated. Qwest’s confusion on this issue supports the need for joint LTPA/CMP meetings when PID changes a CLECs business operations process.)</p>
10	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Please define the words “returned” and “closed” in Acknowledgment of a claim section on page 7 of the Qwest Documentation</p>	<p>Return means to send back to the customer. Closed means no further action by Qwest. (Eschelon comments - On page 8 of the revised document, Qwest states that if "required information is missing from the dispute, Qwest will send an acknowledgment response indicating why the dispute is being returned. The dispute will be considered returned (sent back to the customer) and closed (no further action by Qwest &amp; no internal Qwest Dispute ID number assigned)..."</p> <p>Eschelon understands the insertion of the parenthetical remarks in the document to be in response to Eschelon's question #10. This response did not address the issue intended by the question. So, Eschelon submits this follow up questions:</p> <p>On page 5 of Qwest's revised document, Qwest describes two examples of disputes submitted by CLECs that have multiple dispute types. Suppose that the CLEC's dispute was missing necessary information on only the "TAX" portion of each of these forms--i.e., the CLEC had provided all necessary information on the other dispute type(s). Would Qwest process (i.e., investigate fully and resolve) the portions of the dispute with all the necessary information? How would Qwest populate the last three columns of the table ("Exclude from PID (y/n)", "BI5A count", and "BI5B count") for these two scenarios?)</p>
11	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Please explain why a CLEC can only submit a disagreement with Qwest’s response “once”, per Qwest Dispute ID number.<sup>5</sup></p>	<p>When notified of a disagreement the first time, Qwest will work with the customer to a final disposition. Multiple communications regarding the disagreement are not necessary, and in fact, would take up valued time for both parties. (Eschelon recommends that Qwest state that</p>

<sup>5</sup> Qwest April 26, 2004 Documentation at 8.

		<u>CLECs should follow the dispute/escalation process to their ICA)</u>
12	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Please explain the mapping between the proposed Customer Billing Dispute Notification Form and the Field Dictionary. There are discrepancies between the two documents (see, for example, Field 14).</p>	Field 14 should read Total # of disputed items and will be corrected in the document
13	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> What is the purpose Field 14 ("Total # of Disputed Items") on the proposed Customer Billing Dispute Notification Form?</p>	<p>This identifies if you are disputing 10 items or 10000 items (i.e. sub-accounts).  <u>(This data is not required for Qwest to report this PID. BI-5a is based on receipt and BI-5b is based on dispute type, bill date, within 60 days, etc. The numbers of items is not a basis for the measure. See # 6 Eschelon response.)</u></p>
14	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> How will CLECs identify Status Notifications?</p>	<p>The word STATUS will be on the notification <u>(Eschelon recommends Qwest add "status" or Resolution" to a <del>defined</del> spot in the response, such as the subject line. This will eliminate any confusion if the content of the information Qwest sends the CLEC includes, for example, the word "status" in a resolution response or visa versa.)</u></p>
15	<p><b>Eschelon:</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Please respond to the CLEC request for joint LTPA-CMP meetings under Section 2.6 of the CMP Document for this CR.</p>	<p>In the CMP meetings there are Qwest representatives from both CMP and LTPA. From our perspective, that meets the CLEC request.  <u>(Eschelon adds that Qwest submitted this CR but there was no communication to LTPA that the CR existed or what it requested.)</u></p>
16	<p><b>MCI</b>  <b>Date received: May 3, 2004</b>  <b>Question:</b> Submit claims using the following form. If you have an agreement with the Billing Center, you may also attach a spreadsheet with all required information. If required information is not provided, the claim will be returned and considered closed. <b>MCI Comment: Spreadsheet must be an option for all Parties.</b></p>	<p>Spreadsheet is an option. The phrase "if you have an agreement with the Billing Center you may" will be removed from the document.</p>
17	<p><b>MCI</b>  <b>Date received: May 3, 2004</b>  <b>Comment</b> If multiple bill dates are disputed (i.e. 4<sup>th</sup>, 7<sup>th</sup>, 10<sup>th</sup>), dispute claims must be split out by bill date/year. Enter claims within 60 days of the bill date on one claim and those greater than 60 days on another claim. If the disputes greater than 60 days from the bill date are not separated from those within 60 days from the bill date, Qwest will group using the oldest bill date.  <b>MCI Comment: MCI currently keeps disputes</b></p>	See #6

	<p>separated by billing account numbers. Is it Qwest's intent that a dispute for each invoice date for each ban must be filed?  It would be cumbersome to file a "Claim Form" for the same issue month after month. One claim to identify the issue should be sufficient, using a spreadsheet to outline the activity on a monthly basis.</p> <p><i>list comment as verbatim from CLEC</i></p>	
18	<p><b>MCI</b>  <b>Date received: May 3, 2004</b>  If you receive an "Out of Office" message, you may send the claim to the SDC backup. If the claim is not sent to the SDC backup, the receipt of the claim will be the day the SDC is scheduled to return to the office. <b>MCI</b>  <b>Question: This is not feasible and places the burden on CLECs to track Qwest personnel schedules. In addition, CLECs disputes will be delayed based on Qwest personnel schedules. The BI-5 PID defines as "Date of receipt is the date Qwest receives the claim"</b></p>	See #9
19	<p><b>MCI</b>  <b>Date received: May 3, 2004:</b> The Qwest Billing SDC will investigate and attempt to resolve the claim of dispute within 28 calendar days after acknowledgment of the claim. If the Qwest Billing SDC is unable to resolve the claim within 28 calendar days after acknowledgment of the claim, a status update will be provided in writing on a status notification. <b>MCI Question: Distinction between final resolution and status notice is not clear. CLECs must be able to differentiate. Need to define what instances would constitute not meeting the 28 calendar day interval (the exceptions to the rule). In addition, status notification must identify follow-up resolution time frame.</b></p>	The letter will say either Status or Resolution. The follow-up date for status will be either the next 28-calendar day or the actual resolution.
20	<p><b>MCI</b>  <b>Date received: May 3, 2004</b>  <b>MCI Question: Qwest must provide sufficient details when a claim is denied. In LTPA, Qwest agreed to advocate in CMP sufficient details surrounding when a claim is denied. Why has Qwest failed to document in the CR the detail Qwest will provide when Qwest denies claims such as, citing cost docket orders/compliance filings and/or section of the Interconnect Agreements?</b></p>	See #1 and #2
21	<p><b>MCI:</b>  <b>Date received: May 3, 2004</b>  <b>MCI Comment: Bullet that includes follow-up resolution time frame</b></p>	<p>Bullet added:  The letter will say either Status or Resolution. The follow-up date for status will be either the next 28-calendar day or the actual resolution.</p>

22	<p><b>MCI</b>  <b>Date received: May 3, 2004</b>  Definition of Legal Dispute:</p> <ul style="list-style-type: none"> <li>Referrals to the Qwest attorney that contemplate a need for litigation, arbitration or other dispute resolution pursuant to an Interconnection Agreement, or where the customer's attorney has actively joined the resolution of the claim." If a claim is determined to be a legally disputed claim, the claim will be resolved and resolution letter sent. This includes bankruptcies.</li> </ul> <p>MCI Question: The escalation process must be clearly defined in this section, including but not limited to timeframes and dollar levels of authority.</p>	Need more clarification on this question.
23	<p><b>MCI</b>  <b>Date received: May7, 2004</b>  If you do not agree with the resolution letter, you may send in a new dispute within 90 business days from receipt of the resolution letter using the Customer Billing Dispute (Claim) Notification Form. You will not be required to submit the "type of dispute" again, but you will be required to explain why you disagree with the resolution. If the issue can not be resolved between you and the SDC, the SDC will escalate to the SDC supervisor. The supervisor will negotiate with you to reach a conclusion satisfactory to Qwest and you as per the terms of your Interconnection Agreement. You can only submit a disagreement claim once, per Qwest Dispute ID number.</p> <p>MCI Question: It is unacceptable that "a new dispute" form must be submitted for the identical claim that Qwest has denied. The ability to revisit any claim must be an option and not limited to once "per Qwest Dispute ID number." As stated above, an escalation process must be fully defined. As well, dispute resolution is always an option, thus language needs to be added to the affect.</p>	See #33
24	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  Question: Qwest specifies in detail how CLECs must submit claims to Qwest, but Qwest fails to specify how it will submit acknowledgements to CLECs. Cbeyond</p>	Qwest can acknowledge via FAX, Email or USPS. We do have the same options. The document has been updated. For example, if Qwest receives the claim via FAX, the acknowledgement and resolution will be returned via FAX.

	would like this to be included in the documentation. Cbeyond would also like to hold Qwest to the same options that Qwest gives CLECs.	
25	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  Question: Qwest specifies in detail the fields that CLECs are required to populate on its claim forms submitted to Qwest. Cbeyond would like to see the same level of detail applied to required fields in Qwest's acknowledgement back to CLECs. For example, if Qwest rejects a claim for lack of detail or missing information, what details will Qwest provide to the CLEC as to the reason for the load rejection?</p>	Qwest's current process is to provide the reason for the returned claim. Qwest will indicate what required information is missing.
26	<p><b>Cbeyone</b>  <b>Date received: May 4, 2004</b>  Question: If a claim is rejected based on the definition offered below, why does Qwest close out the dispute? Loading rejects should be handled differently than claim resolutions in Qwest's favor. For loading rejects, Cbeyond proposes that Qwest hold these disputes in the system in a "reject" status much like service orders are clarified on the provisioning side. This will then enable the CLEC to resubmit the claim once it has made the appropriate corrections to the claim form as outlined by Qwest. This will also enable the CLEC to maintain it's original claim number. Cbeyond has grave concerns about allowing Qwest to simply close out a dispute that it never reviewed for merit. Cbeyond will have already withheld the money and wants assurance that Qwest can appropriately track Cbeyond's dispute submission even if the submission file contained errors that caused Qwest to respond with a load reject. Just like with LSRs, Qwest can apply a window for the CLEC to resubmit a corrected file.</p>	You can reuse your claim number. If all required fields are populated on the claim when it is submitted then the claim will be accepted.
27	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  Question: It's unclear between today's call and this document which fields are required and which fields are optional. Could you please highlight this in the documentation?</p>	Yes – the document has been updated
28	<p><b>Cbeyond</b>  <b>Date receive: May 4, 2004</b>  <b>Question</b> Cbeyond doesn't agree with</p>	The out of office issue was discussed and agreed upon at the February 20, 2004 LPTA Ad Hoc meeting

	<p>Qwest's process for assignment of claim receipt date. If a Qwest SDC is out of the office, the onus should be on Qwest (not the CLEC) to forward it to the appropriate party. Qwest's internal personnel issues are of no concern to CLECs and should not become an additional burden on the CLEC to manage on Qwest's behalf – they are after all Qwest employees. An alternative proposal is to have Qwest automatically forward dispute emails to the SDC backup when the SDC is out of the office. Another option is to setup a dispute mailbox that acts as the system of record for claim receipts so as to separate claim receipt date from Qwest personnel issues.</p>	
29	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  <b>Question:</b> Can you clarify what is meant by the requirement to supply the list of subaccounts if the main billing account number provided is a CRIS summary billing account? Can you explain why Qwest has this requirement? If my dispute relates to a circuit or is the same issue for a group of circuits, why won't the circuit id or the list of circuit ids suffice?</p>	<p>Our SDC's access your account information by sub-account.</p>
30	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  <b>Question:</b> On Late Payment Charges, Qwest does not specify on its invoices (at least in CRIS generated bills) the date Qwest shows a check was received, nor does it delineate the number of days that LPCs are being assessed, nor does it specify the outstanding balance to which LPCs are applied. Why, then, must CLECs provide details that Qwest itself doesn't provide related to the charges it is billing?</p>	<p>In the event Qwest assesses late payment charges on a bill, the detailed information would be provided. If you are disputing the late payment charges, this information would be required.</p>
31	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  <b>Question:</b> Qwest requires a great deal of specific information to support claims such as ICA, docket, or tariff references. However, there are no guidelines specified that require Qwest to provide like details in its responses back to CLECs. Can you explain why such details are missing from this document? What is being done by Qwest to remedy this gap in the documentation?</p>	<p>See # 1</p>



32	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  <b>Question:</b> What if Qwest bills a CLEC for something which is not documented in an ICA, SGAT, PCAT, etc.? For example, applicable USOCs for DS1 EELS were not defined in a Qwest document until February 2004. That's at least 3 years after Qwest had been billing for these services. Is Qwest suggesting these items are not disputable? I would think to the contrary that these items are disputable until Qwest provides the appropriate documentation to support the charges.</p>	Yes, they are disputable.
33	<p><b>Cbeyond</b>  <b>Date received: May 4, 2004</b>  <b>Question:</b> The escalation process defined in the last section seems to contradict the process outlined in Cbeyond's interconnection agreement, specifically sections 5.4 Payment &amp; 5.18 Dispute Resolution, which specify vice presidential level negotiations. I can recall several disputes that have required director level escalations to get the correct resolution to a dispute with Qwest. Please explain why Qwest would establish a process that is in breach of its contractual obligations for dispute resolution? Cbeyond has had claims erroneously denied by Qwest due to training issues that went as high as the management level. How does Qwest justify setting a limit to disagreements to just one per claim especially given its history of erroneous resolutions? The proper treatment of this is to escalate one level of management for each instance of disagreement among the parties arises over the same claim.</p>	Qwest still needs the disagreement in writing and will require the customer to submit on the form. The supervisor will negotiate with the customer to reach a conclusion satisfactory to both Qwest and the customer as per the terms of their Interconnection Agreement. The following was added to the document "Subject to any contrary procedures in applicable interconnection agreements, ..."
34	<p><b>Covad</b>  <b>Date received: May 6, 2004</b>  If you receive an "Out of Office" message, you may send the claim to the SDC backup. If the claim is not sent to the SDC backup, the receipt of the claim will be the day the SDC is scheduled to return to the office.  <b>Question:</b> Covad does not agree. The "receipt of claim" date should be the date CLEC initially submits the claim, not the date the SDC backup is contacted. Qwest needs to maintain appropriate coverage for this process. MZ</p>	See #9
35	<b>Covad</b>	Would it work for you if we add this under Service

	<p><b>Date received: May 6, 2004</b> Covad believes an additional "Dispute Type" needs to be identified to specifically address Facility "type" and "quantity" disputes. MZ</p>	Order issues on the Dispute Notification Form?
36	<p><b>Covad</b> <b>Date received: May 6, 2004</b> Covad believes the Definition of the Resolution must include all "facts" related to the resolution as well as any PUC order which Qwest relies upon for the Resolution. MZ</p>	See #1
37	<p><b>Covad</b> <b>Date received: May 6, 2004</b> Covad needs clarification that Qwest does not intend to preclude CLEC going to "dispute resolution" should CLEC not agree with the Qwest Resolution. MZ</p>	Does #33 answer this question?