

RECEIVED-FPSC

State of Florida



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

05 MAY 19 AM 9:12

COMMISSION  
CLERK

**-M-E-M-O-R-A-N-D-U-M-**

**DATE:** May 19, 2005

**TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)

**FROM:** Division of Competitive Markets & Enforcement (Buys) DRB  
Office of the General Counsel (Fordham) p/c

**RE:** Docket No. 030430-TL – Petition for approval of limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), F.A.C.; and for approval of modification and extension of Service Guarantee Plan (SGP) approved by Order PSC-00-2462-PAA-TL, by Sprint-Florida, Incorporated.

**AGENDA:** 05/31/05 – Regular Agenda – Request for Extension – Interested Persons May Participate

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\CMP\WP\030430EXT.RCM.DOC

### Discussion of Issues

**Issue 1:** Should the Commission extend the time period of Sprint-Florida, Incorporated's current Service Guarantee Plan and limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(6), Florida Administrative Code, for an additional three (3) months?

**Staff Recommendation:** Yes. (Buys, Fordham)

**Staff Analysis:** In Docket No. 991377-TL, Initiation of show cause proceedings against Sprint-Florida, Incorporated for violation of service standards, by Order No. PSC-00-2462-PAA-TL, issued December 20, 2000, the Commission approved the Service Guarantee Plan (SGP) submitted by Sprint-Florida, Incorporated (Sprint). Sprint's original SGP was implemented on June 1, 2001, and terminated on May 31, 2003.

DOCUMENT NUMBER-DATE

04875 MAY 19 05

FPSC-COMMISSION CLERK

In this docket, on May 7, 2003, Sprint filed a Petition for a two year extension of the limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2)<sup>1</sup>, Florida Administrative Code (F.A.C.); and for approval of modification and extension of its SGP. By Order No. PSC-03-0733-PAA-TL, issued June 19, 2003, the Commission approved Sprint's Petition. Sprint's current SGP (Attachment A) is scheduled to expire on May 31, 2005.

On May 11, 2005, Sprint filed a letter (Attachment B) seeking the Commission's approval for a three month extension of its current SGP. In its letter, Sprint stated it will file a Petition with the Commission by July 15, 2005, requesting approval of a revised SGP pursuant to Rule 25-4.085, Florida Administrative Code. Sprint further stated that its customers will continue to receive any applicable credits offered under the current SGP during the three month extension. Should the Commission approve Sprint's request, the new termination date for Sprint's current SGP would be August 31, 2005.

The Commission is vested with jurisdiction over this matter pursuant to Sections 120.542, 364.01, 364.03, 364.17, and 364.183, Florida Statutes. Accordingly, staff recommends that the Commission extend the time period of Sprint-Florida, Incorporated's current Service Guarantee Plan and limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(6), Florida Administrative Code, for an additional 3 months.

**Issue 2:** Should this docket be closed?

**Recommendation:** Yes. If the Commission approves staff's recommendation in Issue 1, this Docket should be closed. Thereafter, a new Docket should be opened to address Sprint's revised SGP upon Sprint's filing. **(Fordham)**

**Staff Analysis:** If the Commission approves staff's recommendation in Issue 1, this Docket should be closed. Thereafter, a new Docket should be opened to address Sprint's revised SGP upon Sprint's filing.

---

<sup>1</sup> Rule 25-4.110(2), F.A.C., changed numerically to Rule 25-4.110(6), F.A.C.; therefore, the rule number in the docket title is different than the rule number to which the rule waiver applies.

**AGREEMENT TO MODIFY AND EXTEND SPRINT'S SERVICE GUARANTEE PLAN**

The Service Guarantee Plan will have four service guarantee categories. Two of the categories, installation and repair out-of-service, provide direct and automatic credits to customers for installation of primary basic service (where facilities are available) and repair of out-of-service conditions. The other two categories are for answer time in the business office and repair queues serving basic service customers. Answer time credits (referred to herein as "Community Service Credits") are applicable to a Community Service Fund that will inform customers about and promote Sprint's Lifeline service.

**A. Service Guarantee Credit Schedules**

**1. Repair Out-of-Service (Service Interruption):**

Sprint agrees to make the applicable automatic credits on the bills of each residential and single line business customer based on the Service Guarantee schedule specified in Table 1. An out-of-service condition for purposes of this Service Guarantee credit occurs when a subscriber's service is interrupted, other than by a negligent or willful act of the subscriber, and it remains out of service in excess of 24 hours after being reported to the Company and where the customer is able to continue to take service (e.g., not where the service location has been destroyed by fire, flood, wind, etc.). Sundays and holidays are excluded in calculating service outage duration for purposes of determining applicability of the credits in Table 1.

Sprint will commit to continue providing automatic pro-rata adjustments to customers who experience out-of-service conditions during Sunday or holiday periods where such Sunday or holiday periods are not included in the duration calculation for purposes of the Service Guarantee Credit. Such adjustments shall not be deemed Service Guarantee Credits, shall be provided only for a Sunday or holiday not covered by the Service Guarantee Credit and will be calculated and credited to the customer consistent with Rule 25-4.110(2), Florida Administrative Code.

**TABLE 1**

<b><i>Repair – Out of Service</i></b>	
<b><i><u>Duration</u></i></b>	<b><i><u>Credit</u></i></b>
<b><i>≤ 24 Hours</i></b>	<b><i>\$0</i></b>
<b><i>&gt; 24 to 48 Hours</i></b>	<b><i>\$10</i></b>
<b><i>&gt; 2 to 5 days</i></b>	<b><i>\$15</i></b>
<b><i>&gt; Over 5 Days</i></b>	<b><i>\$35</i></b>

**2. Service Installation Intervals:**

Sprint agrees to make the applicable automatic credits on the bills of residential and single line business customers for whom Sprint fails to meet an installation commitment for primary local service. Table 2 contains Sprint's commitment regarding the service installation and associated customer Service Guarantee Credit where central office and outside plant facilities are readily available and where no special equipment or services are involved. Qualification for application of a Service Guarantee Credit begins after customer satisfaction of all application and/or tariff requirements. If Sprint fails to install service on the date Sprint and the customer have agreed upon (commitment date), a Service

Guarantee Credit will be automatically applied to the customer's account in accordance with Table 2. If Sprint offers an installation date of three or more work days and the customer requests service to be installed within three work days from the date of completed application, the credit will be automatically issued if service is not installed within three work days. Saturdays, Sundays and holidays are excluded for determining a commitment met. Sprint will still be subject to FPSC Rule 24-066 (3) & (5), Florida Administrative Code where central office or outside plant facilities are not readily available.

**TABLE 2**

<b><i>Primary Service Installation</i></b>	
<b><i>Duration</i></b>	<b><i>Credit</i></b>
<b><i>Commitment Met</i></b>	<b><i>\$0</i></b>
<b><i>Missed Commitment</i></b>	<b><i>\$25</i></b>

**3. Answer Time - Repair and Business Office:**

Answer time for residence and business basic service customers will be measured and reported based on the Average Speed of Answer (ASA). Measurement of ASA begins when the call leaves the Integrated Voice Response Unit (IVRU) and ends when a service representative answers the call or the caller abandons the call. Where an IVRU is not used, measurement of ASA begins as soon as the call is received at the automatic call distributor and ends when a service representative answers the call or the caller abandons the call. The Company will forecast expected demand and provide incoming access lines (trunks) to the business office and repair call centers at a P.01 grade of service for the average busy hour busy season. Within 30 seconds after the customer enters the IVRU, the caller will be given

the option to exit the menu and be connected to a service representative. Sprint will credit the Community Service Fund for disposition in the amounts specified in Table 3 and/or Table 4, following based on the achieved monthly ASA and/or Accessibility results.

Payment of any applicable Community Service Credits shall be determined separately for the business office that is designated to serve residential and single-line business basic service customers and separately for repair and separately for ASA and Accessibility. For example, 94% accessibility and 47 seconds ASA for a given queue would produce a community service credit of \$10,000 for the reporting month.

**TABLE 3**

<i>Answer Time ASA (seconds)</i>	<i>Community Service Credit</i>
<i>≤ 40</i>	<i>\$0</i>
<i>&gt; 40 ≤ 50</i>	<i>\$5,000</i>
<i>&gt; 50 ≤ 60</i>	<i>\$10,000</i>
<i>&gt; 60 ≤ 90</i>	<i>\$25,000</i>
<i>&gt; 90</i>	<i>\$50,000</i>

**TABLE 4**

<i>Accessibility (%)</i>	<i>Community Service Credit</i>
<i>95 to 100</i>	<i>\$0</i>
<i>&gt; 90 ≤ 95</i>	<i>\$5,000</i>
<i>&gt; 85 ≤ 90</i>	<i>\$10,000</i>
<i>&gt; 70 ≤ 85</i>	<i>\$25,000</i>
<i>≤ 70</i>	<i>\$50,000</i>

Where the Company maintains a separate call center queue for non-basic business service customers, the criteria and credits are not applicable and answer time reporting is not required by the Service Guarantee Plan.

**B. General Terms**

1. **Implementation Date:** Sprint will implement this Service Guarantee Plan by June 1, 2003.
2. **Credits:** Credits to customers will be made automatically and will not require the customer to request them.

**C. Definitions**

1. **Accessibility:** Where an IVRU is not used, Accessibility for a particular queue is defined as the percentage of calls directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls directed by the customer to the particular queue. Where an IVRU is used, Accessibility for a particular queue is defined as the percentage of calls exiting the IVRU and directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls exiting the IVRU and directed by the customer to the particular queue.
2. **Average Speed of Answer (ASA):** The average number of seconds from the time a customer exits the IRVU until the call is abandoned or answered by a service representative.
3. **Service Representative:** A repair or business office live attendant prepared to assist a customer with either a repair or service inquiry or request.
4. **Local Service:** As defined in Section 364.02, Florida Statutes (1999).
5. **Grade of Service:** Percent of calls encountering a busy. A P.01 grade of service requires sufficient incoming access lines or trunks such that 99 percent of calls will not encounter a busy condition in the average busy season busy hour.

6. **Community Service Credits:** Credits applicable for answer time results as specified in Table 3 and/or Table 4.
7. **Community Service Fund:** The fund created by the payment of credits based on answer time results.

**D. Other Provisions of the Service Guarantee Plan**

**1. Force Majeure**

In the event of an emergency due to major events (such as, hurricanes, work stoppages, or acts of third parties outside Sprint's control) when it is reasonable to expect that the Company's installation and repair intervals and answer times will be extended as a result of the major event, Sprint may declare a service emergency. In declaring a service emergency, the Company shall define the geographic area, on a minimum of an exchange basis, where the emergency exists, may make indefinite commitments for installation and repair services within the affected areas, shall initiate public service announcements to inform customers, and shall notify the Commission at the time of implementation and termination of the service emergency period. In such cases, the Company shall be relieved of its obligations to provide Service Guarantee Plan credits for installation and repair service and answer time.

Where Sprint is relieved of meeting its obligations under the Service Guarantee Plan, it will revert to making refunds or adjustments for customers affected by a service emergency, pursuant to Rule 25-4.110(2), Florida Administrative Code, for out-of-service conditions defined by Rule 25-4.070(1)(b), Florida Administrative Code.



**2. Establishment of a Community Service Fund and Disposition of Community Service Credits**

Sprint shall establish a Community Service Fund in the form of a corporate undertaking. If, pursuant to the Service Guarantee Plan, Sprint makes credits to the Community Service Fund, such amounts shall be disposed of, in coordination with the Office of Public Counsel, to inform customers about and promote Sprint's Lifeline service. Community Service Credits shall be accrued monthly and shall be spent during the calendar year following the accrual. For example, any amounts accrued during calendar 2003 shall be spent to inform customers about and promote Sprint's Lifeline service during calendar year 2004. The Parties reserve the right to agree to a different manner to dispose of amounts credited pursuant to the Service Guarantee Plan, subject to the approval of the Florida Public Service Commission.

**3. Rule Waiver; Continuing Jurisdiction**

Sprint's implementation of the Service Guarantee Plan is contingent upon the Commission granting the limited waiver of the applicability of Rule Nos. 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (1)(c) (as applicable to repair) and (1)(d), and 25-4.110(2), Florida Administrative Code. During the life of the Service Guarantee Plan, the Company shall not be subject to Florida Public Service Commission Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (c) and (d) and 25-4.110(2), Florida Administrative Code, except as otherwise specified herein.

The Commission shall have the right to enforce the provisions of this Service Guarantee Plan including, but not limited to, verification that the credits are made consistent with the Service Guarantee Plan. Furthermore, it is not the intent to deprive the Commission of its authority to resolve customer complaints and monitor and ensure that service is adequate and reasonable and resolve customer complaints. Sprint contemplates that the Commission may cancel the Service Guarantee Plan at any time and for any reason.

The Parties contemplate that the Service Guarantee Plan and the automatic credits will provide a safe harbor to Sprint for Commission sanctions that might otherwise be imposed pursuant to Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (c) and (d) and 25-4.110(2), Florida Administrative Code, for the duration of the Service Guarantee Plan. Further, it is contemplated that the waiver will be effective as to any amendments to the subject rules.

It is recognized that the Commission's monitoring efforts and/or the level of service complaints may warrant Commission inquiry into Sprint's overall level of service. For this reason the Company will, via its quarterly Service Guarantee Plan reports, report its results pursuant to rules waived pursuant to this petition except that explanations for not meeting (the waived) objectives will be provided upon request of the Commission on an individual report basis. Sprint will provide reports quarterly to the Commission and the Office of the Public Counsel within 30 days of the end of the respective quarterly reporting period. The quarterly reports will be presented in a monthly format detailing the amount of credits related to installation, repair-out-of-service, business office answer time and repair answer time.

#### **4. Term of Service Guarantee Plan**

The term of the Service Guarantee Plan is for a minimum period of two years beginning on the implementation date. If new applicable rules or statutory provisions are implemented or made operational during this two year term, the Company will have the option to discontinue the Service Guarantee Plan upon 60 days notice to the Florida Public Service Commission. Sprint will have the option to extend the Service Guarantee Plan beyond the two year term, subject to Commission approval

#### **5. MISCELLANEOUS MATTERS**

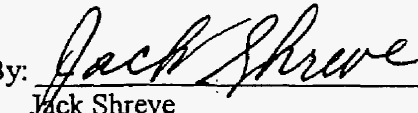
The Florida Public Service Commission's decision will be reflected in a final order.


This Service Guarantee Plan Agreement dated this 28<sup>th</sup> day of April 2003 may be executed in counterpart originals and a facsimile of an original signature shall be deemed an original.

The Parties evidence their acceptance and agreement with the provisions of this  
Service Guarantee Plan Agreement by their signatures:

Office of Public Counsel  
111 W. Madison Street, Room 812  
Tallahassee, Florida 32399-1400

Sprint-Florida, Incorporated  
1313 Blair Stone Road  
Tallahassee, Florida 32301

By:   
Jack Shreve

By:   
Charles Rehwinkel

**SGP PROPOSED – EFFECTIVE JUNE 1, 2003**

<b>REPAIR OUT OF SERVICE (RESIDENCE &amp; SINGLE LINE BUSINESS)</b>					
<b>Current Plan (Show Cause)</b>		<b>Proposed Plan (Voluntary)</b>		<b>BellSouth Plan (Show Cause)</b>	
24 hours or less	\$0	24 hours or less	\$0	24 hours or less	\$0
24 to 36 hours	25% of 1 month recurring local service *	24 to 48 hours	\$10*	24 to 48	\$10*
36 to 48 hours	50% of 1 month recurring local service				
2 to 5 days	100% of 1 month recurring local service	2 to 5 days	\$15	Over 2 days	\$4.00 per day, plus 3 times daily rate up to \$35.00 maximum
Over 5 days		Over 5 days	\$35		

\*Minimum \$10 SGP is not applicable for Sundays/Holidays. Pro rata credit is applicable for Sundays/Holidays.

<b>INSTALLATION (RESIDENTIAL &amp; SINGLE LINE BUSINESS PRIMARY)</b>					
<b>Current Plan (Show Cause)</b>		<b>Commitment – Based Proposed Plan (Voluntary)</b>		<b>BellSouth Plan (Show Cause)</b>	
3 to 6 days	\$20	Missed Commit	\$25	Missed Commit	\$25.00
6 to 15 days	\$50				
15 to 30 days	\$100				

Saturdays, Sundays and Holidays excluded.

<b>ANSWER TIME ASA</b>					
<b>Current Plan (Show Cause)</b>			<b>Commitment – Based Proposed Plan (Voluntary)</b>		
<b>Community Service Credit</b>			<b>Community Service Credit</b>		
< 35	\$ -0-		< 40	\$ -0-	
>35 ≤45	\$5,000		>40 ≤50	\$5,000	
>45 ≤60	\$10,000		>50 ≤60	\$10,000	
>60 ≤90	\$25,000		>60 ≤90	\$25,000	
>90	\$50,000		>90	\$50,000	

<b>ACCESSIBILITY – NO CHANGE</b>	
<b>Accessibility (%)</b>	<b>Community Service Credit</b>
95 to 100	\$ -0-
>90 ≤95	\$5,000
>85 ≤90	\$10,000
>70 ≤85	\$25,000
≤70	\$50,000

Docket No. 030430-TL  
Date: May 19, 2005

Attachment A



Susan S. Masterton  
Attorney

**Law/External Affairs**  
FLTLH00103  
1313 Blair Stone Rd.  
Tallahassee, FL 32301  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

May 11, 2005

Ms. Blanca Bayó  
Director  
Division of Administrative Services and Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Docket No. 030430-TL  
Sprint-Florida, Incorporated's Request for Approval of Extension of Service  
Guarantee Plan (SGP)

Dear Ms. Bayó:

Pursuant to paragraph D. 4. of the Service Guarantee Plan (SGP) of Sprint-Florida, Incorporated ("Sprint"), approved by the Commission in Order No. PSC-03-0733-PAA-TL, issued June 19, 2003, by this letter Sprint is seeking the approval of the Commission for a three (3) month extension of its current SGP. Without the extension, the plan will expire on May 31, 2005. Sprint is currently involved in internal discussions and preparations regarding the terms of revisions to the current SGP to replace its existing plan.

Sprint will file a petition to request approval of its revised plan, pursuant to Rule 25-4.085, F.A.C., by July 15, 2005, so that the petition may be considered and acted upon by the Commission prior to the expiration of the extension period for Sprint's current SGP. The requested extension will benefit Sprint's customers by allowing them to continue to receive any applicable credits under the current plan, pending the Commission's consideration and action upon Sprint's proposal for a revised plan.

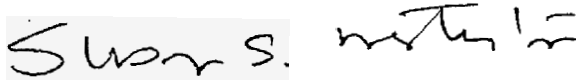
Docket No. 030430-TL  
Date: May 19, 2005

Attachment B

Ms. Blanca Bayó  
May 11, 2005  
Page 2

If you have any questions concerning this letter or the requested extension of Sprint's current SGP, please do not hesitate to call me or Ben Poag, who can be reached at 599-1027.

Sincerely,



Susan S. Masterton

Attachments

Cc: Beth Salak  
Rick Moses  
Charles Rehwinkel  
Ben Poag  
Harvey Spears  
Charles Beck