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July 15, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. _____

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Petition for Approval of Service Guarantee Program.

Copies are being served pursuant to the attached certificate of service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

CERTIFICATE OF SERVICE
DOCKET NO. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail this 15th day of July, 2005 to the following:

Florida Public Service Commission
Beth Keating
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Florida Public Service Commission
Rick Moses
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Office of Public Counsel
Charles J. Beck
111 West Madison Street, #812
Tallahassee, FL 32399-1400



Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint-Florida, Incorporated)
For Approval of Service Guaranty Program)
Pursuant to Rule 25-4.085, F.A.C.)
_____)

Docket No.

Filed: July 15, 2005

**SPRINT-FLORIDA, INCORPORATED'S PETITION FOR APPROVAL OF
SERVICE GUARANTEE PROGRAM**

Pursuant to Rule 25-4.085, F.A.C., Sprint-Florida, Incorporated ("Sprint") files this Petition requesting that the Commission approve Sprint's Service Guarantee Program, as described herein. In support of this Petition, Sprint states as follows:

PARTIES

1. Sprint is a certificated incumbent local exchange company in Florida.
2. The name and address of Sprint's representative in this matter are:

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JURISDICTION

3. The Commission has jurisdiction in this matter pursuant to s. 364.01, Florida Statutes, and Rule 25-4.085, Florida Administrative Code.

BACKGROUND

4. In Docket No. 991377-FL, Sprint and OPC entered into a stipulation and settlement ("S&S") wherein Sprint would implement a Service Guarantee Plan for a term of two (2) years. By Order No. PSC-00-2462-PAA-TL, the Commission approved the S&S.

5. In Order No. PSC-03-0733-PAA-TP the Commission granted Sprint's requested modification and extension of its initial Service Guarantee Plan for two years.
6. This extension of Sprint's Service Guarantee Plan expired on May 31, 2005. Pursuant to the provisions of the Plan, in Order No. PSC-05-0630-PAA-TP, the Commission granted Sprint's request to extend the Service Guarantee Plan until September 1, 2005. Sprint now files this request for approval of its Service Guarantee Program¹ in accordance with that Order and Rule 25-4.085, F.A.C.

SPRINT'S PROPOSED SERVICE GUARANTEE PROGRAM MEETS THE REQUIREMENTS OF RULE 25-4.085, F.A.C.

7. In connection with substantial revisions to the Commission's service quality rules, the Commission adopted Rule 25.4-085, F.A.C. that allows a company to petition the Commission for approval of a Service Guarantee Program. (See Docket No. 991473-TP) Approval of a Service Guarantee Program relieves the company from the rule requirements of each service standard addressed in the approved Service Guarantee Program. In evaluating a proposed Service Guarantee Program, the Commission is to consider the Program's benefits to the company's customers and whether the Program is in the public interest
8. Because of the new rule this Petition requests approval of a new Service Guarantee Program, although it could also be considered as a modification and extension of the previously approved Service Guarantee Plan. The proposed Service Guarantee Program is substantially similar to the previous Plan, with modifications to reflect

¹ Rule 25.4-085, F.A.C uses the terminology Service Guarantee Program. Sprint adopts that terminology here. The use of the term "Program" instead of "Plan" does not indicate a substantive difference between the existing process and the proposed process.

evolving competitive conditions in the industry, consistent with the Commission's recent modification of the service quality rules.

9. Sprint's proposed Service Guarantee Program is attached to this Petition as Attachment A. Consistent with the revisions to the service quality rules, the Service Guarantee Program applies to residential customers only and includes the following:

Repair – Direct and automatic credits to individual customer accounts for service outage situations exceeding 24 hours in duration

Installation – Direct and automatic credits for missed installation due date commitments greater than 3 days

Answer Time – if monthly answer time parameters are missed for the repair and business office call centers, separately, a predetermined amount of money will be accrued to a special fund reserved for the promotion of Lifeline service

Additionally, in connection with the approval of Sprint's Service Guarantee Program, Sprint will file a tariff adding the National School Lunch Program as an eligible Lifeline criterion to augment the current eligibility guidelines.

10. Sprint's proposed Service Guarantee Program will take effect within 30 days of its approval by the Commission and will continue unless terminated by Sprint or the Commission or modified upon approval of the Commission.
11. Sprint's proposed Service Guarantee Program will continue to benefit the company's customers through automatic payments in the form of credits to residential customers in the event certain service commitments for installation and repair of service interruption objectives are not met. In addition, the Program's provisions for

contributions to the fund to promote Lifeline service and Sprint's commitment to add the National School Lunch Program as an eligible Lifeline criterion are in the public interest.

12. Pursuant to Rule 25.4-085, F.A.C., if the Commission grants Sprint's Petition and approves the proposed Service Guarantee Program, Sprint will be relieved from requirements of the following rules:

Rule 25-4.066(2), F.A.C. relating to Availability of Service
Rule 24-4.070(3)(a), F.A.C., relating to Customer Trouble Reports
Rule 25-4.073(1)(a) and (c), F.A.C., relating to Answering Time
Rule 25-4.100(6), F.A.C., relating to Customer Billing for Local Exchange Telecommunications Companies

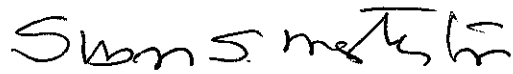
13. The Service Guarantee Program proposed by Sprint is similar to the Service Guarantee Program that the Commission approved for BellSouth in Order No. PSC-05-0197-PAA-TL.

CONCLUSION

Sprint is committed to providing high quality service to its customers and believes that this proposed Service Guarantee Program will further that aim. Under the Program, Sprint's customers will receive immediate compensation if Sprint does not meet its commitments. In addition, customers eligible for Lifeline will benefit from Sprint's commitment to add the National School Lunch program as an eligibility criterion. Sprint believes that its customers and the communities Sprint serves will receive direct benefits from the Service Guarantee Program.

Wherefore, Sprint requests that the Commission approve Sprint's Service Guarantee Program as described above.

RESPECTFULLY SUBMITTED this 15th day of July 2005.



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ATTORNEY FOR SPRINT

SPRINT'S SERVICE GUARANTEE PROGRAM

The guarantees and payments to be made under this Program apply to retail, residential basic service customers. The Service Guarantee Program will have four service guarantee categories pertaining to retail residential service. Two of the categories, installation and repair out-of-service, provide direct and automatic credits to Sprint's retail residential customers for installation of primary basic service (where facilities are readily 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 residential 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 single line 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. Sundays or holidays are not covered by the Service Guarantee Credit and will be calculated and credited to customers consistent with Rule 25-4.110(6), Florida Administrative Code.

TABLE 1

<i>Repair – Out of Service</i>	
<u>Duration</u>	<u>Credit</u>
<i>≤ 24 Hours</i>	<i>\$0</i>
<i>> 24 to 48 Hours</i>	<i>\$11</i>
<i>> 2 to 5 days</i>	<i>\$15</i>
<i>> Over 5 Days</i>	<i>\$40</i>

2. Service Installation Intervals:

Sprint agrees to make the applicable automatic credits on the bills of residential single line 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 with no work order required to provide necessary facilities 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.

TABLE 2

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

3. Answer Time - Repair and Business Office:

Answer time for residential 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. The Company will forecast expected demand and provide incoming access lines (trunks) to the business office and repair centers at a P.01 grade of service for the average busy hour busy season. Where an IVRU is not used, measurement of ASA begins as soon as the call is received at the automatic call distributor (ACD) and ends when a service representative answers the call or the caller abandons the call. The Company will maintain 100% accessibility to the ACD queue. 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, following based on the achieved monthly ASA results.

Payment of any applicable Community Service Credits shall be determined separately for the business office that is designated to serve residential basic service customers and separately for repair. For example, 57 seconds ASA for a given queue would

produce a community service credit of \$2,000 for the reporting month.

TABLE 3

<i>Answer Time ASA (seconds)</i>	<i>Community Service Credit</i>
<i>≤ 50</i>	<i>\$0-</i>
<i>> 50 ≤ 60</i>	<i>\$2,000</i>
<i>> 60 ≤ 70</i>	<i>\$5,000</i>
<i>> 70</i>	<i>\$7,000</i>

B. General Terms

1. **Implementation Date:** Within 30 days of approval by the Commission.
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. **Basic Local Service:** As defined in Section 364.02, Florida Statutes (1999).
5. **Community Service Credits:** Credits applicable for answer time results as specified in Table 3.
6. **Community Service Fund:** The fund created by the payment of credits based on answer time results.
7. **Day:** The twenty-four hour period beginning and ending at midnight. (For example, if a trouble report is received at 2 p.m. on Monday, and the trouble is cleared at 2:01 p.m. or later on Tuesday, a credit for one day would apply. A credit for two days would apply if the repair is completed at any time during the period 12:01 a.m. through 11:59 p.m. on Wednesday; a credit for three days would apply if the repair is completed at any time during the period 12:01 a.m. through 11:59 p.m. on Thursday; and so forth).

D. Other Provisions of the Service Guarantee Program

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 Program credits for installation and repair service and answer time.

Where Sprint is relieved of meeting its obligations under the Service Guarantee Program, it will revert to making refunds or adjustments for customers affected by a service emergency, pursuant to Rule 25-4.110(6), 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 Program, 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 2005 shall be spent to inform customers about and promote Sprint's Lifeline service during calendar year 2006. The Parties reserve the right to agree to a different manner to dispose of amounts credited pursuant to the Service Guarantee Program, subject to the approval of the Florida Public Service Commission.

3. Commission Jurisdiction & Reporting

The Service Guarantee Program and the automatic credits will relieve Sprint from the requirements of Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (1)(a) and (c) and 25-4.110(6), Florida Administrative Code, for the duration of the Service Guarantee Program.

Sprint will provide reports quarterly to the Commission within 30 days of the end of each quarter detailing the amount of credits given. The quarterly reports will be presented in a monthly format by exchange detailing the amount of credits related to installation and repair-out-of-service and separately in a monthly format for the business office and repair answer time.

4. Term of Service Guarantee Program

The term of the Service Guarantee Program is for an indefinite period beginning on the implementation date. The Company or the Commission may terminate the Service Guarantee Program at any time.