

**Ruth Nettles**

090461

**From:** Woods, Vickie [vf1979@att.com]  
**Sent:** Tuesday, September 29, 2009 2:39 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** New Docket: AT&T Florida's Petition for Modification of Service Guarantee Program  
**Attachments:** Document.pdf

- A. Vickie Woods  
BellSouth Telecommunications, Inc. d/b/a AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301  
(305) 347-5560  
[vf1979@att.com](mailto:vf1979@att.com)
- B. New Docket: Petition of BellSouth Telecommunications, Inc. d/b/a AT&T Florida for Modification to its Service Guarantee Program
- C. BellSouth Telecommunications, Inc. d/b/a AT&T Florida  
  
on behalf of Tracy W. Hatch
- D. 14 pages total (includes letter, certificate of service, pleading and Attachment A)
- E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Petition for Modification of Service Guarantee Program

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9/29/2009



Tracy W. Hatch  
General Attorney

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T: (850) 577-5508  
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September 29, 2009

Ann Cole, Commission Clerk  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Petition of BellSouth Telecommunications, Inc. d/b/a AT&T  
Florida for Modification to its Service Guarantee Program**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Petition for Modification of Service Guarantee Program, which we ask that you file in the captioned *new* docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Tracy W. Hatch

Enclosures

cc: All parties of record  
Jerry D. Hendrix  
Gregory R. Follensbee  
E. Earl Edenfield, Jr.

**CERTIFICATE OF SERVICE**  
**Petition of BellSouth Telecommunications, Inc. d/b/a AT&T Florida for**  
**Modification to its Service Guarantee Program**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Electronic Mail and U.S. Mail the 29th day of September, 2009 to the following:

Adam Teitzman  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6175  
[ateitzma@psc.state.fl.us](mailto:ateitzma@psc.state.fl.us)

Office of Public Counsel  
J. R. Kelly  
111 West Madison Street  
Room 812  
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Tel. No.: (850) 488-9330  
[kelly.jr@leg.state.fl.us](mailto:kelly.jr@leg.state.fl.us)

  
Tracy W. Hatch

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of BellSouth Telecommunications, Inc.)  
d/b/a AT&T Florida for Modification to its Service )  
Guarantee Program. )

Docket No.

Filed: September 29, 2009

**BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA'S  
PETITION FOR MODIFICATION OF SERVICE GUARANTEE PROGRAM**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") submits this Petition for Modification of its Service Guarantee Plan pursuant to Rules 25-22.036 and 28-106.201, Florida Administrative Code. In support of its proposed modification, AT&T Florida states:

**PARTIES**

1. The name and address of the affected agency is the Florida Public Service Commission ("Commission"), 2540 Shumard Oak Blvd., Tallahassee, Florida 32399.
2. The name of the Petitioner is AT&T Florida. AT&T Florida is a Georgia corporation and its principal place of business is 675 W. Peachtree Street, NE, Atlanta, Georgia 30375.
3. All pleadings, notices and other documents filed in this proceeding should be directed to AT&T Florida's representatives as follows:

E. Earl Edenfield Jr.  
Tracy W. Hatch  
Manuel A. Gurdian  
AT&T Florida  
c/o Gregory R. Follensbee  
150 South Monroe Street, Ste. 400  
Tallahassee, FL 32301  
[ke2722@att.com](mailto:ke2722@att.com)  
[th9467@att.com](mailto:th9467@att.com)

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### **BACKGROUND**

4. By Orders Nos. PSC-01-1643-AS-TL and PSC-02-0197-PAA-TL, issued August 13, 2001, and February 13, 2002, respectively, the Commission approved a Settlement Agreement between the Office of Public Counsel and BellSouth Telecommunications, Inc. (now d/b/a "AT&T Florida"), addressing AT&T Florida's quality of service and granting a limited waiver of certain service quality rules. By Order No. PSC-05-0440-PAA-TL, issued April 25, 2005, the Commission approved certain modifications to AT&T Florida's Service Guarantee Plan ("SGP") and extended the rule waivers until Rule 25-4.085, Florida Administrative Code, became effective June 14, 2005. Rule 25-4.085 provides that a party is relieved from a service standard set by rule that is addressed in an SGP.

5. The modifications of the SGP approved by the Commission in Order No. PSC-05-0440-PAA-TL conformed AT&T Florida's SGP to changes made in the service quality rules, in particular to limit the applicability of the service quality rules to residential service.

6. On July 1, 2009, Chapter 2009-226, Laws of Florida, became effective. Chapter 2009-226 modified numerous sections of Chapter 364, Florida Statutes, to reduce the level of regulatory oversight to exercised by the Commission in recognition of increased competition in the telecommunications market. In particular, the legislature amended Section 364.15, Florida Statutes, to limit its application to basic service.

7. In Docket No. 080641-TL, the Commission is conducting a comprehensive review, *inter alia*, of Rules 25-4.0185, 25-4.066, 25-4.070, 25-4.073 and 25-4.110 (hereinafter

“service quality rules”). Some of these rules are covered in AT&T Florida’s SGP. As a result of the changes wrought by Chapter 2009-226, the Commission issued a Notice of Changes to its proposed service quality rules to conform these rules to the limitations established by the amendment of Section 364.15.

**PROPOSED MODIFICATIONS TO AT&T FLORIDA’S SGP**

8. AT&T Florida, consistent with the impending changes to the service quality rules, now proposes to modify its current SGP to modify the plan to reflect changes in the impending rules. The proposed modified SGP is attached hereto as Attachment A.

9. The proposed changes are summarized as follows:

(a) SGP qualified lines will be basic local telecommunications service (single line flat rate service) as defined in 364.02(1), Chapter 2009-226, Laws of Florida.

(b) Installation – Service installation standards will apply only to basic local telecommunications lines.

(c) Repair – Service repair standards will be revised to apply only to basic local telecommunications lines.

(d) Answer Time – Answer time standard will be revised to newly adopted standard in Rule 25-4.073.

10. As detailed in Attachment A, AT&T Florida’s Modified SGP will continue to automatically provide payments in the form of credits to customers in the event certain service commitments for installation and repair of service interruption objectives are not met. The Modified Service Guarantee Program will meet the quality of service provisions of Chapter 364 by giving immediate and direct compensation to customers and provides similarly swift penalties to AT&T Florida for not meeting objectives that are consistent with the service quality rules. It

should be noted that AT&T Florida will continue to make payments to residential customers based on the standards in the current SGP pending completion of changes to internal operations systems that will enable the company to operationalize the proposed changes to the SGP. When necessary systems changes are complete, AT&T Florida will notify the Commission and subsequent SGP payments will be made in accordance with the changes approved by the Commission.

11. AT&T Florida is committed to providing high quality service to our customers, and with this Modified SGP, our customers will receive immediate compensation if we do not meet our commitments. The Modified SGP will provide direct benefit to our customers and to the communities AT&T Florida serves. AT&T Florida is fully cognizant that in view of the competition in the local telecommunications market, good service plays an important part in retaining and maintaining customers. If we do not perform as we say, then we pay the customer and/or the customer chooses another provider.

#### **DISPUTED ISSUES OF MATERIAL FACT**

12. AT&T Florida is not aware of any disputed issues of material fact regarding the Modified SGP.

#### **STATUTES AND RULES ENTITLING AT&T FLORIDA TO RELIEF**


13. AT&T Florida is entitled to relief pursuant to Sections 364.01, and 364.15, Florida Statutes, and the revised service quality rules.

**PRAYER FOR RELIEF**

WHEREFORE, AT&T Florida respectfully requests that the Commission approve  
AT&T Florida's Modified Service Guarantee Program as set forth herein.

Respectfully submitted this 29<sup>th</sup> day of September, 2009.

BellSouth Telecommunications, Inc. d/b/a AT&T Florida



\_\_\_\_\_  
E. EARL EDENFIELD JR.

TRACY W. HATCH

MANUEL A. GURDIAN

c/o Gregory R. Follensbee

150 South Monroe Street, Ste. 400

Tallahassee, FL 32301

(305) 347-5558

743846



**AT&T Florida's  
Service Guarantee Program**

**A. Service Guarantee Commitments and Credits**

*(1) Repair – Out of Service (Service Interruption)*

AT&T Florida will make the applicable automatic credits on the bills of basic local telecommunications customers for whom AT&T Florida fails to meet the service objective. This automatic credit will apply to residential basic local service (single line flat rate service) customers experiencing an out-of-service condition irrespective of whether the trouble is caused by a network, Customer Provided Equipment, or inside wire condition. Where AT&T Florida fails to complete a repair within 24 hours from the time received (the service objective), the customer will receive a credit of \$4.00 plus three times the customer's daily recurring local service charges, up to a maximum of \$40.00. In no event, however, shall the customer receive a credit of less than \$11.00, and Saturdays, Sundays, and holidays are included in calculating service credits. Periods of time associated with and covered by the force majeure clause in Section D (1) Service Guarantee Program are excluded from this calculation.

An out-of-service condition for purposes of this Service Guarantee Program occur when a subscriber's service is interrupted (1) other than by a negligent or willful act of the subscriber, and (2) 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.).

(2) *Service Installation*

Where central office or outside plant facilities are readily available, if AT&T Florida fails to install a customer's basic local telecommunications (single line flat rate service) service on the date which the customer and AT&T Florida have agreed, AT&T Florida will give the customer an automatic bill credit of \$25. The commitment due date for installation shall be agreed upon by AT&T Florida and the customer. Where AT&T Florida is offering a commitment date greater than three days and the customer requests an earlier date, the commitment credit will be based on the customer requested date or on three days, whichever is greater.

Periods of time associated with and covered by the force majeure clause in Section D (1) of the Service Guarantee Program shall be excluded from this calculation. AT&T Florida will be subject to FPSC Rule 24-006(5) and (7), Florida Administrative Code where central office or outside plant facilities are not readily available.

**B. Answer Time – Residence Business Office and Residence Repair Office**

(1) *Measurements and Credits*

Answer time for residential subscribers who do not interact with the system (nonplayers), shall be transferred by the system to a live attendant. The measurement will require at least 90% of the calls to the Business Office and Repair Office to be answered by the live attendant prepared to give immediate assistance within 90 seconds of being transferred to the attendant. AT&T Florida will maintain 100% accessibility. AT&T Florida will credit the Lifeline Community

Service Fund for disposition in the amounts specified in Table I based on the achieved monthly answer time measurement.

Table I

Non-Player Gate Service Level	Proposed Penalty (per month missed)
>= 90% within 90 sec.	\$0
<90% but >=80%	\$2,000
<80% but >=70%	\$5,000
<70%	\$7,000

*(2) Payment of Credits*

Payment of any applicable Lifeline Community Service Credits shall be determined separately for the residential business office and residential repair office. For example, 78% within 90 seconds for Business Office, and 84% within 90 seconds for Repair Office equates to a community service credit of \$7,000 for the reporting month (\$5,000 for Business Office and \$2,000 for Repair Office.)

*(3) Alternatives*

Additionally, AT&T Florida will continue to provide its customers with alternatives to being placed in queue. The IVR in AT&T Florida's Repair Office allows customers to report a trouble, get a trouble ticket number and make repair appointments without talking to a live attendant. AT&T Florida also offers its customers the automated Right Touch System, use of our web page, and the Customer Call Back (CCB) System. The Right Touch System allows a customer in the Business Office to complete transactions such as the ordering of additional

services and billing inquiries without ever talking to a live attendant. At any time in the IVR, the customer can "opt out" by taking the appropriate action, i.e., "pressing 5", or some other option, and the call will be routed to the queue for answer by a live operator. Customer Call Back monitors incoming calls in queue for AT&T Florida Consumer Sales, Service, and Collections Centers. Once the customer reaches the queue, whether by selecting the "0" option, opting out or depressing the appropriate key, an announcement will be provided stating the expected wait time before a live attendant will answer. When the wait time exceeds a pre-designated threshold the customer is given the following options: (1) allow the system hold his call in line until such time as it is his turn to be answered, and the system will call the customer back; (2) schedule a callback at a time and telephone number convenient to the end user; or (3) remain on the line for the next available representative.

### **C. 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 of AT&T Florida's control (when it is reasonable to expect that AT&T Florida will be unable to meet its installation and repair commitments) AT&T Florida may declare a service emergency. In declaring a service emergency, AT&T Florida will: 1) define the geographic area(s) (on a minimum of an exchange basis) where emergency exists, 2) may make indefinite commitments for installation and repair services within the affected areas, 3) initiate public service announcements to inform customers of the emergency, and 4) notify the Commission at the time of implementation and termination of the service emergency period. In such cases, AT&T Florida will be relieved of its obligations to provide credits/payments for failure to meet the commitments for installation and repair of basic telephone service, and answer time.

Where AT&T Florida is relieved of meeting its commitments, 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 as defined by Rule 25-4.070(1)(b), Florida Administrative Code.

#### *(2) Commission's Continuing Jurisdiction*

It is AT&T Florida's intent that the Commission will have the right to enforce the provisions of this Service Guarantee Program, including, but not

limited to, verification that the credits are made consistent with the Service Guarantee Program. Furthermore, it is not the intent of AT&T Florida to deprive the Commission of its authority to resolve customer complaints and to monitor and ensure that services provided are adequate and reasonable. AT&T Florida contemplates that the Commission will retain its ability to monitor service through reviewing filed reports. AT&T Florida will file quarterly reports to the Commission within 30 days after the end of each quarter detailing the amount of credits given.

(3) *Credits*

Credits to customers will be made automatically and will not require the customer to request them.

(4) *Definitions*

(a) **Basic Local Service:** As defined in Section 364.02(1), Florida Statutes (2009).

(b) **Day:** The twenty-four hour period beginning and ending at midnight. (For example, if a trouble report is received at 3 p.m. on Monday, and the trouble is cleared at 3:01 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 11:50 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 and 11:59 p.m. on Thursday; and so forth).

(c) **Service Guarantee Objective:** The standard(s) agreed to within this agreement.

(d) Community Service Credits: Credits made by AT&T Florida to the Community Service Fund.

(e) Community Service Fund: The fund i.e. corporate undertaking established pursuant to Order No. PSC-01-1643-AS-TL, issued on August 13, 2001, Order No. PSC-02-0197-PAA-TL, issued on February 13, 2002, and extended pursuant to Order No. PSC-05-0440-PAA-TL on April 25, 2005.

**D. Miscellaneous Matters**

AT&T Florida's Service Guarantee Program will become effective for purposes of Rule 25-4.085, Florida Administrative Code, on the day following the vote of the Florida Public Service Commission approving the program. The Florida Public Service Commission's decision will be reflected in a final Order. AT&T Florida may at any time petition the Commission to revert back to the existing Commission rules.