

QWEST CORPORATION'S
COMPARABLY EFFICIENT INTERCONNECTION PLAN
TO ACT AS A SALES AGENT FOR UNAFFILIATED
ALARM MONITORING SERVICE PROVIDERS

POSTED
June 16, 2009

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. DESCRIPTION OF ENHANCED SERVICES COVERED BY CEI PLAN	2
A. Provision Of Agent Services.....	3
B. Non-Exclusive Sales Agent Arrangements.....	4
C. Qwest Independent Sales Of CPE.....	5
D. Qwest Provision Of Billing Services	5
E. Compensation Arrangements.....	6
III. COMPLIANCE WITH CEI PLAN REQUIREMENTS	7
A. Interface Functionality	7
B. Unbundling Of Basic Services.....	8
C. Resale.....	9
D. Technical Characteristics	9
E. Installation, Maintenance And Repair	11
F. End-User Access.....	13
G. CEI Availability	13
H. Minimization Of Transport Costs.....	14
I. Recipients Of CEI.....	15
IV. OTHER NONSTRUCTURAL SAFEGUARDS	15
A. Allocation Of Joint And Common Costs	15

B.	Nondiscrimination Reporting	16
C.	Disclosure Of Network Information	16
V.	DEREGULATED OR DETARIFFED BASIC SERVICES	17
VI.	CONCLUSION.....	17

Qwest Corporation (“Qwest”) hereby posts its amended Comparably Efficient Interconnection (“CEI”) Plan To Act As A Sales Agent for Unaffiliated Alarm Monitoring Service Providers.

I. INTRODUCTION

Pursuant to the Report and Order released March 10, 1999 in the Computer III Further Remand Proceeding, Qwest hereby amends this CEI Plan and posts it to Qwest’s Internet web site.¹ Qwest intends to act as a sales agent for unaffiliated alarm monitoring service providers, as described herein. This CEI Plan describes the manner in which Qwest offers the basic services used with the alarm monitoring services of providers for whom Qwest acts as a sales agent and to alarm monitoring service providers for whom Qwest does not act as a sales agent on equal terms and conditions. This CEI Plan describes the nature of the sales agency and details the basic services used in conjunction with alarm monitoring services. It also specifies the manner in which Qwest complies with the nine “comparably efficient interconnection parameters” established by the Federal Communications Commission (“Commission”) in Phase I of the Computer III docket² and with the requirements established by the Commission for Bell

¹ In the Matter of Computer III Further Remand Proceedings: Bell Operating Company Provision of Enhanced Services; 1998 Biennial Regulatory Review -- Review of Computer III and ONA Safeguards and Requirements, Report and Order, 14 FCC Rcd. 4289 (1999) (“Remand Report and Order”); pet. for recon. granted in part and denied in part, FCC 99-387, rel. Dec. 17, 1999.

² See In the Matters of: Amendment of Sections 64.702 of the Commission’s Rules and Regulations (Third Computer Inquiry); and Policy and Rules Concerning Rates for Competitive Common Carrier Services and Facilities Authorizations Thereof, Communications Protocols under Section 64.702 of the Commission’s Rules and Regulations, Report and Order, 104 FCC 2d at 1035-37 ¶¶ 147-50, 1039-43 ¶¶ 154-66, 1064-66 ¶¶ 214-17 (1986) (“Report and Order”) and Memorandum Opinion and Order on Reconsideration, 2 FCC Rcd. 3035, 3048 ¶ 92 (1987) (“Phase I Reconsideration Order”).

Operating Company (“BOC”) sales agents of unaffiliated alarm monitoring service providers in the Alarm Monitoring Order.³

II. DESCRIPTION OF ENHANCED SERVICES COVERED BY CEI PLAN

Alarm monitoring services are designed to detect many common types of intrusion and emergency situations, sound an audible alarm, and report the condition to an alarm monitoring service provider. The typical alarm monitoring scenario involves two phases:

Phase 1: The first phase is the transmission of a non-voice message from the end-user customer’s alarm system to an alarm monitoring service provider’s monitoring center, indicating that an alarm condition exists. This message is transmitted over the public telephone network.

Phase 2: After receiving a message that an alarm condition exists at the end-user customer’s premises, the alarm monitoring service provider is responsible for situation assessment and action which involves a contact made by personnel at the provider’s monitoring center to the police and/or fire departments, and to other persons identified by the end-user customer.

Unaffiliated entities, not Qwest, will perform the monitoring function at the monitoring center in both Phase 1 and Phase 2.

Qwest intends to act as a sales agent for unaffiliated alarm monitoring service providers doing business within Qwest’s 14-state region. These sales agency arrangements will be mutually non-exclusive. Qwest may also: (1) engage in the independent sales, installation and maintenance of customer premises equipment (“CPE”) in its own name, and (2) provide end-user

³ In the Matter of Implementation of the Telecommunications Act of 1996: Telemessaging, Electronic Publishing, and Alarm Monitoring Services, Second Report and Order, 12 FCC Rcd. 3724, 3841-42 ¶¶ 37-39 (1997) (“Alarm Monitoring Order”), pet for rev. in abeyance sub nom. Alarm Industry Communications Committee v. FCC, No. 97-1385 (D.C. Cir.).

customer billing services on behalf of the alarm monitoring service provider.

A. Provision Of Agent Services

Qwest intends to act as a sales agent for unaffiliated alarm monitoring service providers doing business within Qwest's 14-state region. At the time of sale, and upon customer request thereafter, Qwest clearly and conspicuously will instruct customers how to call the alarm monitoring service provider in case of emergency or for service-related inquiries. These may include such things as updates of emergency contact information, resolution of alarms, or communication of personal health information. The toll-free number (or numbers) to call will be selected by the alarm monitoring service provider. Customers will be able to contact the alarm monitoring service provider directly at any time regarding their alarm monitoring services. The alarm monitoring service provider may contact their customers directly at any time. Qwest will refer any customer inquiries concerning the provision of alarm monitoring services directly to the independent provider of alarm monitoring services. Qwest will inform the customer of the referral and identify the alarm monitoring service provider by name. Qwest will have no direct involvement in the resolution of such customer inquiries.

Qwest may handle inquiries relating to equipment or billing and collection services provided by Qwest on behalf of the alarm monitoring service provider. These customer inquiries will be handled by various Qwest customer contact centers.

Prospective customers will be presented with a contract covering the provision of alarm monitoring services and the installation and maintenance of security system equipment (i.e., CPE) to be located at the customer's premises. The contract will set forth the liabilities and obligations of the alarm monitoring service provider to the customer and will be executed by Qwest, as the agent for and on behalf of the alarm monitoring service provider.

The alarm monitoring service provider, not Qwest, will set the prices for monitoring services and for the installation and maintenance of CPE sold or marketed by Qwest on behalf of alarm monitoring service providers. Qwest will not brand the monitoring service as a Qwest service. Qwest will not at any time prior to the expiration of Section 275(a)(1),⁴ obtain a present or future interest in the customer contract for alarm monitoring services. In addition, Qwest will not have an equity or equitable interest in an alarm monitoring service provider, nor will it acquire any option, right of first refusal, or other contractual right to gain any such interest. Qwest will have no creditor/debtor relationship with an alarm monitoring service provider. Qwest will not have any security interest in an alarm monitoring service, nor will Qwest take part in its operations.

B. Non-Exclusive Sales Agent Arrangements

Qwest's alarm monitoring sales agency arrangements will be mutually non-exclusive, meaning that the alarm monitoring service provider will be free to use other sales agents or distribution channels, and Qwest will be free to enter into sales agency arrangements with other alarm monitoring service providers.

Qwest will consider acting as a sales agent for qualified alarm monitoring service providers based upon standard business criteria, such as:

- the provider's financial and business stability and reputation,
- size and scope of operations
- geographic monitoring coverage
- central alarm monitoring station certification
- technical and operational compatibility
- future growth capacity

⁴ See 47 C.F.R. § 275(a)(1).

- existing and emerging service capability
- compensation arrangements

Once Qwest enters into a sales agency relationship with an alarm monitoring service provider, Qwest will make available to other comparably qualified alarm monitoring service providers the same terms and conditions of the sales agency arrangement on a nondiscriminatory basis.⁵

C. Qwest Independent Sales Of CPE

Independent of agent services performed by Qwest on behalf of alarm monitoring service providers, Qwest may also sell, install, and maintain CPE used by end-user customers who purchase monitoring services from alarm monitoring service providers. Qwest may sell or market such CPE in Qwest's own name and not on behalf of alarm monitoring service providers. Qwest intends to brand such CPE sales and service as Qwest products and services and Qwest will set the prices for the sales, installation and maintenance of such CPE.

Customers will obtain Qwest CPE through a contract separate from the contract between the customer and the alarm monitoring service provider for alarm monitoring services. Qwest will not in any way state or imply that it is providing alarm monitoring services to the customer.

D. Qwest Provision Of Billing Services

Qwest may agree to provide end-user customer billing services on behalf of the alarm monitoring service provider. Qwest will bill alarm monitoring services and CPE provisioned by an alarm monitoring service provider on a separate line item. The alarm monitoring service provider will be clearly identified on all bills issued by Qwest to end-user customers.

Qwest may collect customer payments, deduct charges for billing and collection services it provides, deduct any sales commission due, and remit the net balance to the alarm monitoring service provider. In the alternative, Qwest may separately bill the alarm monitoring service provider for billing and collection services and for Qwest's sales commission.

E. Compensation Arrangements

Qwest's compensation as a sales agent for an alarm monitoring service provider will depend solely upon Qwest's own performance as a sales agent. Such compensation will not depend upon a provider's performance in offering the alarm monitoring service, nor will it be based upon the net revenues of an alarm monitoring service provider to which Qwest furnishes sales agency services. Qwest will have no financial stake in the commercial success of any alarm monitoring service provider.⁶

The exact terms of compensation will be the subject of commercial negotiation on an arm's-length basis between Qwest and an alarm monitoring service provider. They will probably be based on a flat rate per customer, billed either on an up-front one-time basis or in the form of a monthly recurring charge, taking into account the level and associated cost of advertising and marketing that Qwest will be contributing to the agency relationship and the volume of new customers produced as a result of Qwest's marketing efforts.

⁵ These commitments with regard to nondiscriminatory and non-exclusive sales agency arrangements with unaffiliated alarm monitoring service providers fully comply with the Commission's requirements in the Alarm Monitoring Order, 12 FCC Rcd. at 3841-42 ¶ 38.

⁶ This description of Qwest's compensation arrangements with unaffiliated alarm monitoring service providers fully complies with the Commission's requirements more fully described in the Alarm Monitoring Order, *id.* at 3842 ¶ 39.

III. COMPLIANCE WITH CEI PLAN REQUIREMENTS

A. Interface Functionality

This requires that carriers make available to alarm monitoring service providers for whom Qwest does not act as a sales agent standardized hardware and software interfaces that can support transmission, switching, and signaling functions identical to those utilized by the alarm monitoring service provider for whom Qwest acts as a sales agent. Information and technical specifications for such interfaces must be available according to the network information disclosure requirements. The alarm monitoring services of providers for whom Qwest acts as a sales agent as described herein, and alarm monitoring services of other providers, will access the network through existing standard network interfaces which have been available to the public through Qwest's standard network disclosure procedures. Alarm monitoring service providers for whom Qwest acts as a sales agent and those for whom Qwest does not act as a sales agent will connect their facilities to Qwest's network through existing standard network interfaces which have been available to the public through Qwest's standard network disclosure procedures. No interface, signaling, abbreviated dialing, derived channels or other unique capabilities will be provided by Qwest to alarm monitoring service providers for whom Qwest acts as a sales agent which are not available to the public and to other alarm monitoring service providers in tariffed form or through published price lists or catalogs. If such access arrangements are to be made available to alarm monitoring service providers for whom Qwest acts as a sales agent, they will be made available to other alarm monitoring service providers at the same time, in the same jurisdictions, and on the same terms and conditions. Qwest will also abide by prior commitments as to notification to enhanced service providers ("ESP") of new interfaces, and the prior notification (including "make/buy" disclosure) required by the

Commission's network disclosure rules.⁷

B. Unbundling Of Basic Services

This parameter requires that the basic services and basic service functions that underlie the alarm monitoring services of alarm monitoring service providers for whom Qwest acts as a sales agent must be unbundled from other basic service offerings and associated with a specific rate element in the tariff. Information used by a carrier in providing the unbundled basic service that is not Customer Proprietary Network Information must be made available. The unbundled offerings must also include any options or functions available to the carrier. All basic network capabilities used by the carrier's enhanced service offerings, including signaling, switching, billing and network management, are subject to the unbundling requirement.

The basic services that may be used in conjunction with the alarm monitoring services of providers for whom Qwest acts as a sales agent are currently available on an unbundled basis from federal and/or state tariffs, price lists or catalogs. These services include Direct Current (MT3), and McCulloch Loop (LS2). Any additional basic services utilized to support the alarm monitoring services of providers for whom Qwest acts as a sales agent will be added to this CEI Plan prior to their use by the alarm monitoring provider, and the Commission and the industry will be notified thereof. Before Qwest utilizes any of these basic services in jurisdictions beyond those indicated in existing network disclosures, Qwest will notify the industry.

Tariffs for these basic services may be viewed on Qwest's Internet web site http://tariffs.qwest.com:8000/Q_Tariffs/index.htm. Qwest states include Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South

⁷ See 47 C.F.R. § 51.331.

Dakota, Utah, Washington and Wyoming. Following are descriptions of the basic services underlying the alarm monitoring services of providers for whom Qwest acts as a sales agent.

Direct Current (MT3)

Direct Current (MT3) is a low-speed data private line transport service for alarm applications. It is provided over metallic facilities on a two-point or a multi-point basis. MT3 is available on an interstate basis through Qwest's Tariff F.C.C. No. 1. Please refer to Qwest's Internet web site to determine its availability on an intrastate basis in Qwest states.

McCulloh Loop (LS2)

McCulloh Loop (LS2) is a low-speed voice grade, private line data service for alarm applications at speeds of 0-30 baud or -150 baud. McCulloh bridging permits bridging for multi-point applications. The cable facility used must be a metallic cable pair. Up to twenty-six locations can be bridged on one circuit. LS2 is available on an interstate basis through Qwest's Tariff F.C.C. No. 1. Please refer to Qwest's Internet web site to determine its availability on an intrastate basis in Qwest states.

C. Resale

This obligates a carrier's enhanced service operations or the entity for which it acts as sales agent to take the basic services used in its enhanced service offerings at their unbundled tariffed rates.

Qwest confirms that the alarm monitoring service providers for whom Qwest acts as a sales agent pay the same tariffed, price-listed or catalog rates for all underlying basic services as are paid by alarm monitoring service providers for whom Qwest does not act as a sales agent.

D. Technical Characteristics

This requires that a carrier provide basic services with technical characteristics that are equal to those of the basic services it utilizes for its own enhanced services or the enhanced services for which it acts as a sales agent or performs marketing. Such characteristics include, but are not limited to: transmission parameters, such as bandwidth and bit rates; quality, such as bit error rate and delay distortions; and reliability, such as mean time between failures.

Interconnection to the services provided by the alarm monitoring service provider for

whom Qwest acts as a sales agent is through existing standard network interfaces. The facilities provided to alarm monitoring service providers for whom Qwest acts as a sales agent and to other alarm monitoring service providers for whom Qwest does not act as a sales agent fully comply with the Commission's parameters for technical equality (i.e., no user perceived qualitative differences and no systematic differences in measured quality).

Qwest's procedures for processing and assigning circuits are described in detail in Qwest's Open Network Architecture Plan⁸ ("Qwest ONA Plan") and in Qwest's Open Network Architecture Plan Amendment⁹ ("Qwest ONA Plan Amendment") and are summarized herein. Qwest utilizes only inventoried facilities (i.e., lines and associated equipment) that have passed acceptance tests prescribed by established practices and/or tariffs, catalogs or price lists. These tests are graded on a pass/fail basis. If any of these facilities do not pass the acceptance test, they are either excluded from inventory or are improved to pass the test. All equipment associated with the facilities is also tested for proper operation and transmission levels. Testing and acceptance of this equipment is performed without regard to the type of customer or intended use of the circuit. As a result of these procedures, the technical characteristics of all circuits associated with Qwest's basic services are the same.

Finally, pursuant to Commission requirements, Qwest files annual affidavits attesting that it has not discriminated in the quality of network services used by competing ESPs.¹⁰

⁸ See Open Network Architecture Plan of U S WEST, Inc., filed Feb. 1, 1988, CC Docket No. 88-2, Phase 1, at 396-400.

⁹ See Amendment to Open Network Architecture Plan of U S WEST, Inc., filed Mar. 10, 1988, CC Docket No. 88-2, Phase I, at 1-4.

¹⁰ See In the Matters of: Amendment to Sections 64.702 of the Commission's Rules and Regulations (Third Computer Inquiry); and Policy and Rules Concerning Rates for Competitive Common Carrier Service and Facilities Authorizations Thereof; Communications Protocols under Sections 64.702 of the

E. Installation, Maintenance And Repair

This requirement ensures that the time periods for installation, maintenance and repair of the basic services underlying the services provided by an alarm monitoring service provider for whom Qwest acts as a sales agent are the same as those that Qwest provides to an alarm monitoring service provider for whom Qwest does not act as a sales agent. In addition, CEI plans must set forth the procedures for ensuring nondiscriminatory provisioning of all basic services to all customers.

The Qwest ONA Plan Amendment includes a detailed description of Qwest's installation and maintenance procedures.¹¹ This amendment was further clarified in Qwest's Reply Comments in CC Docket No. 88-2, Phase I,¹² and in Qwest's Response to the ONA Order.¹³ Qwest's procedures for processing orders and installing and maintaining basic network services demonstrates that Qwest cannot discriminate between its enhanced services and those offered by others. A summary of these procedures follows.

Qwest enhanced services are subject to the same scheduling procedures and time periods as competitive enhanced services. Due dates for routine installation orders are based on standard intervals for the types and quantities of services required, not on the identity of the party placing the order. Service orders are entered into a service order negotiation and retrieval system ("Service Order System"). The Service Order System distributes service requests to a service

Commission's Rules and Regulations, Memorandum Opinion and Order on Reconsideration, 3 FCC Rcd. 1150, 1160 ¶ 76 (1988) ("Phase II Reconsideration Order").

¹¹ See Qwest ONA Plan Amendment at 5-7.

¹² See U S WEST's Response to the Federal Communications Commission's May 8, 1990 Memorandum Opinion and Order, filed July 16, 1990, CC Docket No. 88-2, Phase I, at 4, Appendix B.

¹³ See U S WEST's Response to Commission's December 22, 1988 Memorandum Opinion and Order, filed May 19, 1989, CC Docket No. 88-2, Phase I, at 180-183 ("Qwest Response of May 19, 1989").

order processor (“Processor”) which redistributes orders to various downstream mechanical and manual dispatching/provisioning systems to coordinate all installation activity. From the Processor, orders are automatically routed to a mechanized facilities assignment system where loop facilities are automatically assigned using data from various other databases. Also from the Processor, orders proceed to a computer system for central office facilities (“Central Office Assignment System”). Within the Central Office Assignment System, telephone numbers and central office equipment are selected on a “first-come, first-served” basis. Orders are dispatched through a work force administration system (“Work Force System”) directly to a technician.

Pursuant to Commission requirements,¹⁴ Qwest submits an annual affidavit attesting that it has followed the installation procedures described in the Qwest ONA Plan and Qwest ONA Plan Amendment.

Qwest maintenance/repair intervals are based upon standard guidelines (*i.e.*, for type of trouble) which are applied to all customers without regard to customer affiliation. Customer restoration interval commitments are based upon predetermined standard maintenance intervals, which are updated periodically to reflect work force availability and work load volume. A loop maintenance system receives trouble reports on all basic services, both those used with Qwest enhanced services and those used with competitive enhanced services. Trouble reports flow from the loop maintenance system through the Work Force System directly to a technician.

In the area of training and education, Qwest ensures that all personnel associated with the provisioning of network services understand and apply the Commission’s nondiscrimination rules applicable to enhanced services. These employees annually review the rules on

¹⁴ See Phase II Reconsideration Order, 3 FCC Rcd. at 1160 ¶ 76.

nondiscrimination. Employees are advised that violation of those rules may lead to disciplinary action, up to and including dismissal.

F. End-User Access

This requirement obligates a carrier that provides end users the ability to use abbreviated dialing or signaling arrangements to activate or access the carrier's enhanced offerings or those of alarm monitoring service providers for whom the carrier acts as a sales agent to provide the same capabilities to end users of all alarm monitoring service providers that use the carrier's facilities.

End users will access the alarm monitoring services for which Qwest acts as a sales agent through tariffed or price-listed services. Access is equal to that used by end users to reach any other alarm monitoring service provider's service at the same price and in full compliance with Commission requirements.

G. CEI Availability

This parameter requires that a carrier's CEI offering must be fully operational and available on the date that it begins to act as a sales agent for an alarm monitoring service provider. It also obligates the carrier to provide prospective users of the CEI offering the opportunity to test the CEI offering with their enhanced service offerings. Pursuant to the Remand Report and Order,¹⁵ this testing opportunity must be provided coincident with the posting of this CEI Plan to the Internet.

The alarm monitoring service providers for whom Qwest acts as a sales agent only utilize access arrangements in a given jurisdiction that are also available to alarm monitoring services providers for whom Qwest does not act as a sales agent. No basic service will be utilized by

¹⁵ See Remand Report and Order, 14 FCC Rcd. at 4302-3 ¶ 20.

alarm monitoring service providers for whom Qwest acts as a sales agent except pursuant to this CEI Plan. Qwest will make testing capability available to all ESPs coincident with the posting of an original and/or amended CEI plan to the Internet.

H. Minimization Of Transport Costs

This requirement obligates a carrier who is acting as a sales agent for an alarm monitoring service provider to provide other alarm monitoring service providers with interconnection facilities that minimize transport costs associated with integrating enhanced services facilities with basic network facilities. As explained in the Phase II Reconsideration Order, this requirement was designed to reduce transmission cost differences between collocated BOC enhanced service operations and non-collocated ESPs.¹⁶ The Commission stated that “a carrier may satisfy this CEI/ONA requirement if it charges itself an access link rate that is the same as that paid by non-collocated enhanced service providers, provided that the access connections in each case are equivalent in technical quality.”¹⁷ The Commission further stated: “When such differences do not exist, no action is required to further minimize transmission costs.”¹⁸

Alarm monitoring service providers for whom Qwest acts as a sales agent will obtain basic services from existing tariffs, price lists or catalogs and are, therefore, purchasing access connections at the same rates as are available to all alarm monitoring service providers.

¹⁶ See Phase II Reconsideration Order, 3 FCC Rcd. at 1155 ¶¶ 32-34.

¹⁷ Id. at 1155 ¶ 34. See also In the Matter of Filing and Review of Open Network Architecture Plans, Memorandum Opinion and Order, 4 FCC Rcd. 1, 78 ¶ 151 (1988) (“ONA Order”).

¹⁸ See In the Matter of Pacific Bell and Nevada Bell, Plan for the Provision of Voice Mail Services, Memorandum Opinion and Order, 3 FCC Rcd. 1095, 1098 ¶ 35 (1988) (footnote omitted).

I. Recipients Of CEI

This parameter requires that carriers not restrict the availability of CEI to any particular class of customer or enhanced service competitor. Both enhanced services vendors and large users are competitors of the carriers in enhanced services markets.

Qwest confirms that all underlying basic services used with the services provided by an alarm monitoring service provider for whom it acts as an agent are available on a tariffed basis and will be accessible by all users for any lawful purpose. If any new basic services are to be made available to alarm monitoring service providers for whom Qwest acts as a sales agent, Qwest will make them available to other alarm monitoring service providers at the same time, in the same jurisdictions, and on the same terms and conditions, and the Commission and the industry will be notified thereof.

IV. OTHER NONSTRUCTURAL SAFEGUARDS

A. Allocation Of Joint And Common Costs

In the Verizon/Qwest Cost Forbearance Order¹⁹ the Commission granted Qwest relief from certain cost assignment rules. On December 31, 2008 the Wireline Competition Bureau approved Qwest's compliance plan which described in detail how Qwest would fulfill its

¹⁹ In the Matter of Service Quality, Customer Satisfaction, Infrastructure and Operating Data Gathering; Petition of AT&T Inc. for Forbearance Under 47 U.S.C. § 160(c) From Enforcement of Certain of the Commission's ARMIS Reporting Requirements; Petition of Qwest Corporation for Forbearance from Enforcement of the Commission's ARMIS and 492A Reporting Requirements Pursuant to 47 U.S.C. § 160(c); Petition of the Embarq Local Reporting Requirements; Petition of Frontier and Citizens ILECs for Forbearance Under 47 U.S.C. § 160(c) From Enforcement of Certain of the Commission's ARMIS Reporting Requirements; Petition of Verizon for Forbearance Under 47 U.S.C. § 160(c) From Enforcement of Certain of the Commission's Recordkeeping and Reporting Requirements; Petition of AT&T Inc. For Forbearance Under 47 U.S.C. § 160 From Enforcement of Certain of the Commission's Cost Assignment Rules, 23 FCC Rcd 13647 (2008); appeal pending sub nom. National Association of State Utility Consumer Advocates v. FCC, D.C. Cir. 08-1353, filed Nov. 4, 2008.

statutory and regulatory obligations. Qwest will comply with all commitments contained in its compliance plan.

B. Nondiscrimination Reporting

Qwest tracks promised installation dates met and maintenance time intervals for basic ONA services via USOC or field identifier codes in the service order process.

Based on the Commission's Report and Order, nondiscrimination reports are prepared and filed quarterly²⁰. These reports are aggregated with other Qwest services offered pursuant to CEI plans, and a single companion report filed for all such services.

C. Disclosure Of Network Information

Pursuant to Section 251(c)(5), the Commission adopted rules requiring incumbent local exchange carriers ("ILEC") to give competing service providers complete information about network design, technical standards, and planned changes to the network.²¹ In its rules, the Commission said that an ILEC may provide the required public notice of network changes by filing a public notice with the Commission or by providing public notice through industry fora, industry publications, or the ILEC's Internet site.²² The Commission concluded that the disclosure standard upon which the rules under Section 251(c)(5) are based was consistent with the scope of the Computer III disclosure requirements.²³

Qwest confirms that interconnection between the alarm monitoring service providers for whom Qwest acts as a sales agent and the underlying basic services these alarm monitoring

²⁰ See Report and Order, 104 FCC 2d at 1055-56 ¶ 192.

²¹ See 47 C.F.R. § 51.325.

²² See 47 C.F.R. § 51.329.

²³ See Remand Report and Order, 14 FCC Rcd. 4289.

service providers use will be achieved through existing, published network interfaces. All interfaces offered by Qwest have been disclosed pursuant to the Commission's network disclosure rules.²⁴

V. DEREGULATED OR DETARIFFED BASIC SERVICES

Several Qwest jurisdictions may have detariffed some of the basic services utilized by alarm monitoring service providers as described herein. In no Qwest jurisdiction is any basic service completely deregulated. In those jurisdictions where any of the basic services utilized by alarm monitoring service providers have been detariffed, the basic services are available on a nondiscriminatory basis, pursuant to a publicly-available price list that will be published at reasonable times prior to implementation of the basic service in question. Of course, in jurisdictions where detariffing of other basic services has been accomplished, similar public notices of such new basic services will likewise be accomplished. Tariffs and price lists for these basic services may be viewed on Qwest's Internet web site

http://tariffs.qwest.com:8000/Q_Tariffs/index.htm.

VI. CONCLUSION

Qwest has demonstrated herein that its acting as a sales agent for unaffiliated alarm monitoring service providers complies with all Commission-mandated CEI and alarm monitoring requirements and serves the public interest. Barring further action by the Commission, Qwest will continue to act as a sales agent for unaffiliated alarm monitoring service providers pursuant to the terms and conditions described herein.

²⁴ See 47 C.F.R. § 51.325, et seq.