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August 18, 2004

Mrs. Blanca S. Bayó
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    Administrative Services
Florida Public Service Commission
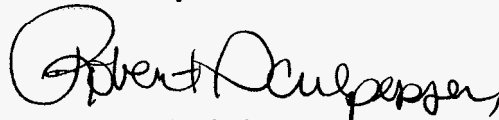2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

> Re: **Docket No. 000121A-TP**
> **In Re: Investigation into the establishment of operations support systems permanent incumbent local exchange Telecommunications companies**

Dear Ms. Bayó:

Enclosed are an original and seven copies of BellSouth Telecommunications, Inc.'s Comments and Proposed Revisions to the BellSouth Service Quality Measurement Plan, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Robert A. Culpepper

Enclosures

cc: All parties of record
    Marshall M. Criser, III
    Nancy B. White
    R. Douglas Lackey

CERTIFICATE OF SERVICE
Docket No. 000121A-TP

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

Electronic Mail or U.S. Mail (*) this 18th day of August, 2004 to the following:

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(+) Signed Protective Agreement

#502166

In re: Investigation into the establishment	)	Docket No.: 000121A-TP
of operations support systems	)	
permanent performance measures for	)	
incumbent local exchange	)	
telecommunications companies.	)	
(BELLSOUTH TRACK)	)	Filed: August 18, 2004

BELLSOUTH TELECOMMUNICATIONS, INC.'S COMMENTS AND PROPOSED REVISIONS TO THE BELLSOUTH SERVICE QUALITY MEASURMENT PLAN

In connection with the periodic review of BellSouth's Performance Assessment Plan ("Plan or "Current Plan") and as directed by the Staff of the Florida Public Service Commission ("Commission"), BellSouth Telecommunications, Inc. ("BellSouth") hereby submits its comments and proposed revisions to the remedy portion of the Current Plan.   Specifically, BellSouth submits its comments and proposed revisions to the BellSouth Self-Effectuating Enforcement Mechanism Administrative Plan, Version 2.7, dated June 16, 2003 ("SEEM" or "SEEM plan").   Designed to assure that BellSouth continues to meet its obligations under Section 251(c) of the Telecommunications Act of 1996 ("1996"), the SEEM plan requires BellSouth to pay penalties to competitive local exchange carriers ("CLECs") when BellSouth fails, to a statistically significant degree, to provide CLECs with a level of service that is comparable to the level of service provided to BellSouth's retail customers (or a level of service that fails to meet an established benchmark in the absence of a retail analogue).

As requested by the Commission Staff, BellSouth hereby submits a redlined version of its proposed SEEM attached hereto as Exhibit "B". The redlined SEEM allows all interested parties to easily identify BellSouth's proposed SEEM revisions. Additionally, BellSouth is submitting a

matrix that identifies all proposed changes and the rationale for such changes which is attached

hereto as Exhibit "C". Taken together, these documents describe and discuss in detail

BellSouth's proposed SEEM revisions.

I. SUMMARY OF PROPOSED SEEM PLAN

The proposed SEEM is a <u>transaction-based</u> enforcement mechanism plan that will

generate <u>more rational remedy payments</u> to be paid in the event BellSouth fails to provide

CLECs with a level of service that is comparable to BellSouth's own retail operations or service

that meets established benchmarks. The specific SEEM revisions are described in detail in the

redlined proposed SEEM and accompanying matrix. In general, the proposed revisions:

- Combines duplicative SEEM metrics and submetrics.

- Eliminates SEEM metric and submetrics that consistently experience little or no activity
  on a monthly basis.

- Replaces the existing measurement-based plan with a transaction-based plan.

- Imposes a more rationale fee schedule to apply when disparate performance is identified.

- Implements a mechanism that punishes (through the imposition of higher penalties) if
  BellSouth's performance significantly degrades.

- Implements a mechanism that rewards (through the elimination of penalties) if
  BellSouth's performance signifcantly improves.

II. PROBLEMS WITH THE CURRENT SEEM PLAN

In December 2002, the Federal Communications Commission ("FCC") granted BellSouth

InterLATA long distance authority in Florida pursuant to Section 271 of the Act. In granting

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Section 271 authority, the FCC reviewed, among other things, BellSouth performance data for Florida and concluded that: (i) the Florida local market was open; (ii) BellSouth had met the competitive checklist requirements of Section 271(B) of the Act; and (iii) that BellSouth's entry into the long distance was in the public interest.[1] Since receiving long distance approval, BellSouth's performance in Florida has been at or above the level of performance the FCC considered satisfactory in granting Section 271 authority. Despite maintaining an overall level of performance deemed sufficient to warrant long distance authority, BellSouth is paying approximately $2.5 million a month in SEEM payments in Florida. Clearly, there is no rational relationship between the level of performance and the level of SEEM payments.

The Current Plan's Fee Schedule Generates Exorbitant Penalties That Bear No Rational Relationship to Performance Provided to CLECs or the Service Charges Associated with Such Penalties.

A new SEEM fee plan is critical because the current SEEM fee schedule generates exorbitant penalties that have no rational relationship to the damage (if any) sustained by a CLEC as a result of a missed performance measurement standard. Additionally, such penalties amount to years (sometimes decades) worth of free service to a CLEC when one compares the penalty paid to a CLEC with the recurring charge such CLEC pays for the service associated with the penalty. Including excessive penalties in a SEEM plan is contrary to the concept that good performance should result in few, if any, payments for a failure to perform. This is particularly

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[1] Memorandum Opinion and Order, *In the Matter of Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Authorization To Provide In-Region, InterLATA Services in Florida and Tennessee,* WC-Docket No. 02-307, FCC 02-331 (December 19, 2002) ("*BellSouth Florida/Tennessee Order*"), at ¶ 165.

true in the absence of performance backsliding. An unfortunate side effect of irrationally high penalties is that it provides a perverse incentive for CLECs to espouse sustaining (or increasing) the level of SEEM payments -- regardless of whether the performance which generated such penalties is satisfactory and non-discriminatory.

The following are examples of actual SEEM payments in Florida. They are provided for illustrative purposes only, and therefore do not represent a complete list of excessive SEEM penalties that produce economically irrational examples.

EXAMPLES OF EXCESSIVE AND IRRATIONAL SEEM PAYMENTS

During the period of August through October 2003, BellSouth paid over $7.3 million in Tier-1 payments to CLECs in Florida. Of this total, over $6.6 million (or greater than 90% of the $7.3 million) came from only 8 SQM measures. Furthermore, there were many instances where BellSouth paid excessive payments to CLECs for one trouble report or for installation and repair intervals that actually were less (i.e. better) than similar intervals for BellSouth retail customers. A discussion of the SEEM payments for these eight measurements follows:

(i)   CUSTOMER TROUBLE REPORT RATE (CTRR)

This metric is simply the number of trouble reports in a month divided by the units or lines in service. In the existing Florida SEEM plan, CTRR is disaggregated into 20 different SEEM measures. For instance CTRR – 2W Analog Loop Design and CTRR - Loop & Port Combo are both UNE SEEM measures. CTRR - Resale Business is an example of a Resale SEEM measure. BellSouth paid over $2.2 million in Tier-1 payments to individual CLECs during the period from August through October 2003 for the various UNE and Resale SEEM

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measures that have been established for CTRR. Of the $2.2 million, almost $2.0 million was paid for UNE SEEM measures during such period. A significant point is that BellSouth paid almost $2 million in Tier-1 SEEM payments for CTRR despite the fact that the overall average Customer Trouble Report Rate for this time period was approximately 2%. This means that the CLECs were provided over 98% trouble free service (100% less the 2% trouble report rate) to the CLECs during this three-month period. The following are some examples where CLECs received SEEM payments for just one trouble reported in a given month for all its in-service base of circuits for a particular product:[2]

CLEC	Product	Month '03	SEEM $	Trouble Reports / In Service Circuits
CLEC-1	Local Interconnection Trunks	September	$1,200	1 / 5,733
CLEC-2	UNE Combo Other	September	$4,750	1 / 12
CLEC-3	Digital Loop ≥ DS1	August	$14,250	1 / 34
		September	$14,250	1 / 38
CLEC-4	UNE ISDN Loop	September	$6,650	1 / 51
CLEC-5	UNE ISDN Loop	August	$4,750	1 / 48
CLEC-6	UNE Loop & Port Combo	August	$4,750	1 / 19

In every instance above, the CLEC simply reported on one occasion that the CLEC had experienced a trouble. Significantly, there may not have been a condition where the customer's service was impaired. Yet, because the circuits in service were relatively small -- such as the 12 circuits on the second item in the table, the trouble report rate, 1 divided by 12, was 8% and was

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[2]   The CLECs are not identified in the SEEM payments examples. Once appropriate measures to protect proprietary information are established, BellSouth will disclose the identity of such CLEC(s) pursuant to the terms of an appropriate protective agreement and/or protective order.

above the retail comparison primarily due to the comparatively large number of retail lines in service. For each item above, the single trouble report generated a SEEM payment ranging from $1,200 to $14,250. Since the monthly rate for these services averages approximately $100, the SEEM payment for a single trouble report is equivalent to literally years of service – for free. Stated another way, assuming a CLEC keeps a customer for such services for eighteen (18) months, a $14,250 SEEM payment is arguably more beneficial to a CLEC than serving eight (8) new customers since the revenue associated with the one SEEM payment ($14,250) is approximately equal to the BellSouth revenue associated with a CLEC serving eight such customers for eighteen months (8 x $100 x 18 = $14,400).

(ii)   PERCENT PROVISIONING TROUBLES WITHIN 30 DAYS (PPT)

PPT measures the number of service orders where troubles were reported within 30 days of service order completion. In the existing Florida SEEM plan, this SQM measure is disaggregated by product, as noted under Customer Trouble Report Rate above, and also by greater than 10 circuits, less than 10 circuits, dispatch and non-dispatch (a dispatch means a technician had to be dispatched to the customer's premise). The result is 109 Tier-1 SEEM measures for each CLEC. BellSouth paid over $1,100,000 in Tier-1 payments during the period from August through October 2003 for both UNE and Resale SEEM measures for PPT. Of the total of $1,100,000, $976,000 was paid for UNE service order installations that had trouble rates of 4% or less. In other words, BellSouth paid $976,000 in UNE Tier-1 SEEM payments while installing over 96% of the service orders without any trouble report (as with the Customer Trouble Report Rate [above], a trouble report does not necessarily mean the customer's service

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was impaired). The following are some examples where CLECs received SEEM payments for

just one trouble reported in a given month for all circuits that were installed in the previous 30

CLEC	Product/dispatch	Month '03	SEEM $	Trouble Reports / Installed Circuits
CLEC-7	2WAnalog Loop Design with LNP Non Dispatch	October	$4,750	1 / 6
CLEC-8	UNE Loop & Port Dispatch-In	October	$4,750	1 / 22
CLEC-6	UNE Loop & Port Dispatch-In	September	$4,750	1 /16
CLEC-9	UNE Loop & Port Dispatch-In	September	$4,750	1 / 17
CLEC-7	2WAnalog Loop Design Dispatch	October	$4,750	1 / 5
CLEC-10	EELs Dispatch	October	$4,750	1 / 12
CLEC-10	UNE Loop & Port Switched Based Orders	September	$10,450	1 / 24

As with the Customer Trouble Report rate, the SEEM payment is equivalent to many

years of BellSouth revenue for the service.

(iii)   PERCENT REPEAT TROUBLE REPORTS WITHIN 30 DAYS (PRT)

As the name implies, this measure captures the frequency of repeat troubles reports by

dividing the number of trouble reports on lines that had one or more trouble reports within the

preceding 30 days by the total number of trouble reports.   This measure has the dubious

distinction of actually penalizing BellSouth for maintaining a high quality network. If the quality

of the network is such that there are few troubles reported (as noted above where the trouble-free

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rate was 98% for CTRR) <u>any</u> repeat trouble is likely to produce a high repeat trouble rate, which as a result, triggers SEEM penalties. For instance BellSouth paid over $514,000 in Tier-1 payments during the period from August through October 2003 for both UNE and Resale SEEM measures for PRT. Of the $514,000, BellSouth paid over $469,000 in UNE Tier-1 SEEM payments, even though the overall CLEC rate was actually lower (better) than the retail comparison. The following are some examples where CLECs received SEEM payments for overall repeat rates in a given month that were less than the retail comparison:

CLEC	Product/dispatch	Month '03	SEEM $	CLEC Rate / Retail Rate
CLEC-3	UNE Loop & Port Dispatch	August	$4,750	17.23 / 18.81
		September	$6,650	12.00 / 18.32
CLEC-11	UNE Loop & Port Dispatch	September	$4,750	10.60 / 18.32

Paying for superior service (as above) can occur when the number of CLEC troubles is small and is concentrated in a relatively few wire centers. Once again, the penalty amounts to several years of free service to the CLEC.

(iv)   <u>ORDER COMPLETION INTERVAL (OCI)</u>

This measure reflects the time period from receipt of a valid order from the CLEC to the delivery of the service to the end-user. In the existing Florida SEEM plan this SQM measure is disaggregated by product, and also by greater than 10 circuits, less than 10 circuits, dispatch and non-dispatch. The result is 125 Tier-1 SEEM measures for each CLEC. An example of a UNE SEEM measure is "Average Completion Interval (OCI) & Order Completion Interval

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Distribution, Non-Dispatch Dispatch in < 10 Circuits - UNE Loop and Port Combo." BellSouth paid over $666,000 in Tier1 payments during the period from August through October 2003 for both UNE and Resale OCI SEEM measures. Of the $666,000, BellSouth paid over $198,000 in Tier-1 SEEM payments just for the UNE Loop & Port Combinations Non Dispatch sub-metric where the aggregate OCI interval for the CLECs was 1.37 days. It is notable that this interval of 1.37 days was better than the equivalent retail service which had an interval of 2.18 days during the three-month period. The following are some examples where CLECs received SEEM payments even though their orders were completed in a shorter (better) interval than the retail comparison. All of these measurements have less than 10 circuits per order.

CLEC	Product/dispatch	Month '03	SEEM $	CLEC interval / Retail interval (days)
CLEC-7	2W Analog Loop Design Non Dispatch	August	$6,650	4.00 / 4.68
CLEC-12	UNE Loop & Port Combo Non Dispatch	October	$4,750	2.50 / 2.57
CLEC-1	UNE Loop & Port Combo Non Dispatch	October	$4,750	2.33 / 2.57
CLEC-10	2W Analog Loop w/LNP Design Dispatch	September	$6,650	4.33 / 4.47

Once again, the SEEM payment is exorbitant (several years of service) when compared to the level of service received. Again in each of these instances the CLEC orders were installed on average more quickly than the comparable retail orders.

(v)   PERCENT OUT OF SERVICE > 24 HOURS (OOS)

This measure captures troubles, which result in an out-of-service condition (can't call or be called) that are not resolved within 24 hours. BellSouth paid over $512,000 in Tier-1 payments during the period from August through October 2003 for both UNE and Resale SEEM measures for OOS. Of the $512,000, BellSouth paid over $431,000 in UNE Tier-1 SEEM payments even though the total aggregate percentage of troubles out of service greater than 24 hours for the CLECs was 8% less (better) than the retail analog comparison. The following are some examples of payments to CLECs for just one trouble out of service greater than 24 hours in a given month:

CLEC	Product / dispatch	Month '03	SEEM $	Reports OOS > 24 / Total OOS Reports
CLEC-13	UNE Digital Loop ≥ DS1 Dispatch	September	$4,750	1 / 15
CLEC-1	UNE Digital Loop ≥ DS1 Dispatch	August	$4,750	1 / 11
CLEC-14	UNE ISDN Dispatch	October	$4,750	1 / 9
CLEC-15	UNE ISDN Non Dispatch	September	$4,750	1 / 20
CLEC-10	UNE ISDN Non Dispatch	October	$4,750	1 / 22
CLEC-3	UNE Loop & Port Combo Non Dispatch	August	$4,750	1 / 8
CLEC-16	UNE Loop & Port Combo Non Dispatch	August	$6,650	1 / 35
CLEC-16	UNE Loop & Port Combo Non Dispatch	October	$4.750	1 / 13

This measurement is another metric that can penalize BellSouth for good service. Since this measurement divides the total number of out of service troubles greater than 24 hours by the total number of out of service troubles, the fewer the total out of service troubles, the greater the

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potential for generating a penalty with just one trouble. The two examples with 9 and 8 troubles respectively illustrate this problem. As with many of the other examples, the SEEM payment of $4,750 or above for one trouble is significantly disproportionate to the level of service received when compared to the monthly rate for the service.

(vi)   PERCENT MISSED INSTALLATION APPOINTMENTS (PMIA)

This measure shows BellSouth's ability to install service on the scheduled day.   In the existing Florida SEEM plan this metric is disaggregated by product, and also by greater than 10 circuits, less than 10 circuits, dispatch and non-dispatch.   The result is 125 Tier-1 SEEM measures for each CLEC.   BellSouth paid over $559,000 in Tier 1 payments during the period from August through October 2003 for both UNE and Resale SEEM measures for PMIA.   Of the $559,000, BellSouth paid over $500,000 in UNE Tier-1 SEEM payments, even though less than 1% of the installation appointments were missed.   In other words, BellSouth met over 99% of all scheduled installation commitments during this three month period – but the SEEM plan required payments of $500,000.   The following are some examples where CLECs received SEEM payments for just one missed installation appointment:

CLEC	Product/dispatch	Month '03	SEEM $	Missed Appt. / Total Appts.
CLEC-6	2WAnalog Loop Design Dispatch	September	$4,750	1 / 8
		October	$6,650	1 / 9
CLEC-12	2WAnalog Loop Design with LNP Dispatch	September	$4,750	1 / 8
CLEC-10	2WAnalog Loop Design with LNP Dispatch	August	$4,750	1 / 18
CLEC-8	2WAnalog Loop Non	August	$6,650	1 / 16

		September	$8,550	1 / 10
CLEC-10	EELs Dispatch	September	$4,750	1 / 14
CLEC-13	EELs Dispatch	August	$6,650	1 / 52
CLEC-1	EELs Dispatch	September	$6,650	1 / 49

Again, these excessive SEEM payments are not warranted when compared to the level of service provided and to the monthly rate the CLEC pays for these products.

(vii)   PERCENT MISSED REPAIR APPOINTMENTS (PMRA)

PMRA measures BellSouth's ability to resolve a trouble report by the committed date and time. BellSouth paid over $479,000 in PMRA Tier-1 payments during the period from August through October 2003 for both UNE and Resale products. Of the $479,000, BellSouth paid over $436,000 in UNE Tier-1 SEEM payments while missing 6% of the repair commitments to the CLECs. Said another way, even though BellSouth met 94% of all scheduled repair commitments, the SEEM plan required payments of $436,000. The following are some examples where CLECs received SEEM payments for just one missed repair appointment:

CLEC	Product/dispatch	Month '03	SEEM $	Missed Appt. / Total Appts.
CLEC-14	UNE Combo Other Dispatch	August	$4,750	1 / 6
CLEC-14	Digital Loop ≥ DS1 Dispatch	September	$4,750	1 / 15
CLEC-1	Digital Loop ≥ DS1 Dispatch	August	$4,750	1 / 11
CLEC-10	UNE Loop & Port Combo Dispatch	August	$4,750	1 / 6
CLEC-15	UNE Loop & Port Combo Dispatch	September	$4,750	1 / 6
CLEC-16	UNE Loop & Port Combo Dispatch	October	$6,650	1 / 8

CLEC-10	2W Analog Loop Non-Design Non Dispatch	August	$4,750	1 / 12
CLEC-10	UNE ISDN Loop Non Dispatch	October	$4,750	1 / 22
CLEC-17	UNE Loop & Port Combo Non Dispatch	August	$6,650	1 / 43
		October	$4,750	1 / 26

These excessive SEEM payments are not warranted when compared to the level of service provided and the charge for the affected service. As with other SEEM measures, Percent Missed Repair Appointment results can penalize BellSouth for providing good service. In this instance, the more reliable a network, the fewer trouble reports and repair appointments. And, as a result, there is a greater potential for SEEM payments from just one missed appointment. As noted above, a miss of just one appointment, perhaps for only a few hours, resulted in a payment of nearly $5,000. Once again, a slight miss resulted in providing the CLEC the equivalent of years of free service.

(viii)   MAINTENANCE AVERAGE DURATION (MAD)

This measure indicates the amount of time from receipt of a trouble report until it is cleared. It is disaggregated by product and by dispatch type. BellSouth paid over $578,000 in Tier-1 payments during the period from August through October 2003 for UNE and Resale SEEM measures for MAD. Of the $578,000 total, BellSouth paid over $502,000 in UNE Tier-1 SEEM payments even though 85% of the MAD measurements indicate that BellSouth cleared the CLECs' troubles more quickly than the comparable retail service. The following are some examples where CLECs received SEEM payments even though their average durations were less (better) than the retail comparison:

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CLEC	Product / dispatch	Month '03	SEEM $	CLEC duration / Retail dur. (hours)
CLEC-14	Digital Loop ≥ DS1 Dispatch	October	$6,650	4.25 / 5.01
CLEC-8	Digital Loop ≥ DS1 Dispatch	August	$4,750	4.72 / 5.51
CLEC-18	Digital Loop ≥ DS1 Dispatch	October	$4,750	4.57 / 5.01
CLEC-19	Digital Loop ≥ DS1 Dispatch	September	$4,750	6.96 / 7.94
CLEC-18	UNE ISDN Loop Dispatch	September	$4,750	5.46 / 6.21
CLEC-20	UNE ISDN Loop Dispatch	August	$4,750	5.90 / 8.12
CLEC-18	UNE Line Sharing Dispatch	September	$4,750	23.86 / 28.20
CLEC-21	UNE Loop & Port Combo Dispatch	October	$4,750	20.90 / 23.71
CLEC-3	UNE Loop & Port Combo Dispatch	August	$4,750	20.10 / 27.26
CLEC-10	UNE Loop & Port Combo Dispatch	August	$4,750	25.41 / 27.26

As shown in the examples above, BellSouth is paying extreme SEEM payments while providing strong, quality service to the CLECs. The payments to the CLECs are not based on poor service quality and certainly cannot be reduced significantly by providing a better grade of service, short of perfection.

The Current Plan's Measurement-Based Remedy Calculation Methodology is a Principal Contributor to the Generation of Exorbitant Penalties and is an Inefficient Deterrent Against Performance Backsliding.

SEEM payments in Florida are higher on a per 1,000 CLEC line basis than in seven of the remaining states in BellSouth's region (Tennessee,[3] which adopted Florida's Plan, has the highest SEEM payment per 1,000 CLEC average payment). By dividing the monthly SEEM payments in each state by the number of CLEC lines in service, then multiplying this figure by 1,000 allows each state's SEEM payments to be compared on a common basis. Although BellSouth's overall performance level varies by state, the variance falls within a narrow range. Despite a similar level of performance, Florida SEEM payments are substantially greater. Exhibit "A", which is attached to these Comments, demonstrates the disproportionate level of SEEM payments made in Florida.

From an effective and efficient Plan perspective, the payment of excessive SEEM payments generated by a measurement-based remedy calculation plan ("measurement-based plan") does not further the Commission's goal of preventing performance backsliding. Put another way, Exhibit "A" demonstrates that BellSouth's performance is no better in the states that have a measurement-based plan (Florida and Tennessee) nor is BellSouth's performance any worse in the other seven states where BellSouth pays penalties pursuant to a transaction-based plan. In short, the difference in the level of payments is not reflective of worse performance in Florida, but is principally a result of the fact that in the other states in BellSouth's region, with

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[3]   Tennessee adopted the Florida Plan in October 2002. As a result thereof, Tennessee (like Florida) has a disproportionate share of SEEM payments relative to the number of CLEC lines in service.

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the exception of Tennessee, SEEM payment calculations are based on the number of transactions that are out-of-parity, while Florida (and Tennessee) assign penalties based on whether BellSouth has missed the performance standard for an individual measure or submeasure, without any regard to the actual number of CLEC transactions where a performance deficiency is reflected in the missed performance standard.

The rationale for adopting a transaction-based remedy calculation is straightforward. When the SEEM plan determines that there is a statistically significant and material performance deficiency as defined by this Commission, a SEEM payment is calculated by multiplying the number of transactions required to be improved in order to achieve parity by the applicable fee. Because a transaction-based payment plan is scalable (the more transactions where disparate service is detected, the higher the payment), there is no need to overlay a "severity" component into the plan because the nature of the plan design automatically incorporates severity.

The Current SEEM Plan Contains Metrics and Submetrics That Serve No Useful Purpose. Including Such Metrics in the Plan Undermines the Monitoring Capability of the Plan and Generates Unwarranted SEEM Payments.

The current SEEM plan contains metrics and submetrics that serve no useful purpose. Specifically, SEEM currently contains 830 submetrics at the Tier I level. There are over 200 CLECs in Florida. Since Tier I submetrics apply to all CLECs, there is a potential for over 166,000 SEEM determinations (830 submetrics x 200 CLECs). Too many submetrics (which are subject to further disaggregation and granularity) result in few or no transactions (or activity) in many submetrics. For example, an analysis of SEEM data for Florida taken from the three-
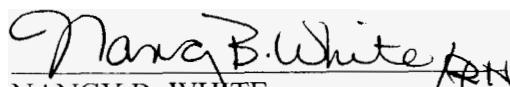
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month period of August through October 2003 indicated that, on average, there was no activity in 97% of the CLEC specific opportunities for the 830 SEEM measures. Of the minimal number (3%) of instances that exhibited some activity, many, had few transactions, i.e. less than thirty (30) transactions during a month.

This excessive disaggregation results in small sample sizes. The smaller the sample size, the more likely the sample size will not produce statistically valid results. As such, measuring small sample sizes may be meaningless because the resulting measurement may be compromised from a statistical perspective. From a practical perspective, tracking numerous SEEM submetrics that generate few or no transactions is wasteful, can lead to the payment of otherwise unwarranted SEEM penalties, and indicates that BellSouth is tracking many measurements that are of inconsequential value to the CLECs

III. CONCLUSION

In theory, the SEEM plan was intended to assure that following BellSouth's receipt of long distance authority, that BellSouth did not backslide in the level of performance provided to CLECs in Florida. In practice, despite continued strong, and occasionally improved performance since receipt of long distance authority, BellSouth continues to pay SEEM payments of about $2.5 million per month. Adopting BellSouth's proposed SEEM plan will eliminate existing concerns, such as the problems created by tracking measurements that serve no purpose, and the inefficiencies and disincentives created by an excessive fee schedule and a measurement-based plan that generate exorbitant penalties. Accordingly, the Commission should replace the current SEEM plan with BellSouth's proposed SEEM plan.

Respectfully submitted this 18th day of August, 2004.

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EXHIBIT A

Relationship of SEEM payments per 1000 CLEC lines in Service - versus performance - %
submetrics met (shown in parenthesis after State abbreviation)
September 2003 - February 2004

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
Reporting		2.1	In providing services pursuant to the Interconnection Agreements between BellSouth and each CLEC~~ALEC~~, BellSouth will report its performance to each CLEC~~ALEC~~ in accordance with BellSouth's SQMs and pay penalties in accordance with the applicable SEEMs, which are posted on the Performance Measurement Reports website.	Clarification and correction.
Reporting		2.2	BellSouth will make performance reports available to each CLEC~~ALEC~~ on a monthly basis. The reports will contain information collected in each performance category and will be availbale to ach CLEC~~ALEC~~ via the Performance Measurements Reports website. BellSouth will also provide electronic access to the ~~available~~ raw data underlying the SQMs.	Correction.
Reporting		2.4	Final validated SEEM reports will be posted on the Performance Measurements Reports website on the 15th ~~day~~ of the month, following the posting of final validated SQM reports for that data month or the first business day thereafter.	Clarification
Reporting		2.6	BellSouth shall pay penalties to the Commission, in the aggregate, for all ~~incomplete or inaccurate~~ reposted SQM reports in the amount of $400 per day. The circumstances which may necessitate a reposting of SQM reports are detailed in Appendix G, Reposting of Performance Data and Recalculation of SEEM Payments. Such ~~penalty~~payment shall be made to the Commission for deposit into the state General Revenue Fund within fifteen (15) calendar days of the final publication date of the report or the report revision date.	Only changes that are significant enough to trigger reposting according to the criteria could have a meaningful effect on data accuracy.
Reporting		2.7	Tier II SEEMS payments and Administrative fines and penalties for late, ~~incomplete,~~ and reposted reports will be sent via Federal Express to the Commission. Checks and the accompanying transmittal letter will be postmarked on or before the 15th of the month or the first business day thereafter.	To the extent that posted performance measurement reports are incomplete, the Reposting Policy covers the requirements to repost the data, and consequently to pay associated penalties. Accordingly, there is no need to reflect separately a penalty associated with incomplete reports. Wording is also provided to clarify that the due day for the postmarked transmittal of payments is based on the first relevant business day based on standard business practices.
Reporting		2.9	~~BellSouth will provide documentation of late and incomplete occurences during the reporting month that the data is posted to the website. These notations may be viewed on the Performance Measurements website from the P W home page on the Current Month Site Updates link.~~	Language is applicable to performance measurement data posting as required by the SQM only and not SEEM.

[1] Section numbers are reflected based on the existing numbering scheme in the Current Plan. If sections are deleted or added for the Plan ultimately adopted , the section will be renumbered accordingly and reflected in the new Plan..

Category	Section Title or Measure No.	Section No.	Proposed Change	Rationale for Proposed Change
Modification to Measures Review of Measurements and Enforcement Mechanisms		3.1	~~During the first two years of implementation,~~ BellSouth will participate in ~~six-month~~ annual review cycles starting ~~six months after~~ one year from the date of the Commission order. A collaborative work group, which will include BellSouth, interested CLECs~~ALECs~~ and the Commission will review the Performance Assessment Plan for additions, deletions or other modifications. ~~After two years from the date of the order, the review cycle may, at the discretion of the Commission, be reduced to an annual review.~~	The review process generally lasts for several months and a series of six-month review cycles is not feasible. Therefore, BellSouth propose an annual review cycle, which may be more manageable for all parties involved.
Modification to Measures Review of Measurements and Enforcement Mechanisms		3.2	~~BellSouth and the ALECs shall file any proposed revisions to the SEEM plan one month prior to the beginning of each review period.~~	Unnecessary because Commission or Staff will establish schedule
Modification to Measures Review of Measurements and Enforcement Mechanisms		3.3	~~From time to time, BellSouth may be ordered by the Florida Public Service Commission to modify or amend the SQMs or SEEMs. Nothing will preclude any party from participating in any proceeding involving BellSouth's SQMs or SEEMs from advocating that those measures be modified.~~	Superfluous
Enforcement Mechanisms	Definitions		*Enforcement Measurement Elements* – performance measurements identified as SEEM measurements ~~within the SEEM~~ in this pPlan.	Correction to reflect removal of SEEM submetric identification from SQM.
Enforcement Mechanisms	Definitions	4.1.2	*Enforcement Measurement Bbenchmark ~~compliance~~* – ~~competitive~~ level of performance ~~established by the Commission~~ used to evaluate the performance of BellSouth ~~and each ALEC~~ for CLECs ~~for penalties~~ where no analogous retail process, product or service is feasible.	Clarification and correction
Enforcement Mechanisms	Definitions	4.1.3	*Enforcement Measurement rRetail aAnalog cCompliance* – comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC ~~ALEC~~ customer for ~~penalties~~ measures where retail analogs apply.	Clarification and correction
Enforcement Mechanisms	Definitions	4.1.4	*Test Statistic and Balancing Critical Value* – means by which enforcement will be determined using statistically valid equations. The Test Statistic and Balancing Critical Value properties are set forth in Appendix ~~C, incorporated herein by this reference~~D. Statistical Formulas and Technical Description.	Correction.
Enforcement Mechanisms	Definitions	4.1.5	*Cell* – grouping of transactions at which like-to-like comparisons are made. For example, all BellSouth retail ~~ISDN~~ (POTS) services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to CLEC ~~ALEC~~ resold ~~ISDN~~ services for residential customers,	Clarification and correction.

Category	Section Title or Measure No.	Section No.[1]	Proposed Change	Rationale for Proposed Change
			requiring a dispatch, in the same wire center, at a similar point in time. When determining compliance, these cells can have a positive or negative Test Statistic. See Appendix C, incorporated herein by this reference D, Statistical Formulas and Technical Description, attached.	
Enforcement Mechanisms	Definitions	4.1.6	*Delta* – measure of the meaningful difference between BellSouth performance and CLEC submetric performance. For individual CLECs submetrics the Delta value shall be determined using Ford's Delta Function as ordered by the Florida Public Service Commission. See Appendix C, incorporated herein by this reference 1.0 and for the CLEC aggregate the Delta value shall be 0.5.	BellSouth recommends the use of a single delta value for Tier 1 of 1.0 and a single delta value for Tier 2 of 0.5. This would replace the current delta function included in the plan. The delta function was initially proposed by Z-Tel's economist Dr. Ford to address what he alleged to be a need for an adjustment to the statistical balancing methodology that several statisticians for BellSouth and CLECs had agreed upon. Unfortunately, Dr. Ford introduced some confusion about several key hypothesis testing issues, namely: (1) the meaning of a statistical hypothesis test's significance level; (2) the interpretation of a "balanced" hypothesis test; and (3) the statisticians' reasons for using "balancing" in the SEEM plan. This is understandable because these new statistical concepts had only been recently developed and as an economist, he was apparently not as conversant in this method as the statisticians. When all of the statistical issues are properly understood and considered as a whole, there is no reason to conclude that there are serious flaws in the balancing methodology. Therefore, there is no need for the "fix" that Dr. Ford's delta function was aimed at addressing.

In fact, BellSouth uses one delta value for Tier 1 and one delta value for Tier 2 in all seven of its other states without any indication of the problem initially alleged by Dr. Ford. Moreover, the use of this delta function, used in the existing SEEM plan, introduces the additional variables, which requires a very subjective exercise in determining values for these variable. So in essence, the Ford delta function substitutes the need to make several subjective determinations in setting values for variables (for each tier) for the need to make one only one subjective determination (for each tier). Thus, even on an |

Category	Section Title or Measure No.	Section No.[1]	Proposed Change	Rationale for Proposed Change
				intuitive level, use of the Ford delta function would suggest that it probably creates more problems than it solves. Indeed, as already mentioned, the approach that BellSouth proposes here has already been successfully implemented in seven other states. The delta function unnecessarily complicates the process, while presenting, at best, questionable value.
Enforcement Mechanisms	Definitions	4.1.7	*Tier-1 Enforcement Mechanisms* – self-executing liquidated damages paid directly to each <u>CLEC</u> ~~ALEC~~ when BellSouth delivers non-compliant performance of any one of the Tier-1 Enforcement Measurement Elements for any <u>two consecutive</u> month<u>s</u> as calculated by BellSouth.	Under the existing Florida SEEM plan, BellSouth is sometimes required to pay Tier 1 penalties for failure to meet the established benchmark standard or retail analogue comparison criteria for a measurement, although the occurrence is not due to a systemic problem. In other words, the disparity may have been just a random occurrence, due to a temporary random system malfunction or simply caused by a random human error. This situation is more likely to be problematic when volumes are low, which is the case in the current plan due to excessive disaggregation, and will still be true in the revised plan to some extent in Tier 1. Such events do not represent any type of discriminatory practice for which a payment should apply. There are no systemic changes required or that can be made to address failures due to random occurrences so no corrective action can be taken because these types of failure are anomalies. As such, these events are generally neither predictable nor preventable and a penalty assessed in this case is clearly inconsistent with the objectives of SEEM. Further, assessing penalties based on a single-month failure equates statistical significance with materiality. It should be stressed that any statistical test used to determine parity, only deals in probabilities and not certainties. Also, the statistical methodology depends on inputs for certain materiality parameters such as Delta, Psi and Epsilon. That is, the statistical test in and of itself can only identify whether an observed difference in BellSouth retail and CLEC service results is statistically significant. It cannot determine whether an observed difference in BellSouth versus CLEC results is material, *i.e.*, whether it actually impacts the CLEC competitively. The proposed feature, which this Commission has already adopted for Verizon, virtually removes the likelihood of assessing anti-backsliding remedies due to random occurrences.

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
Enforcement Mechanisms	Definitions	4.1.8	*Tier-2 Enforcement Mechanisms* – assessments paid directly to the Florida Public Service Commission or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in Tier 2 enforcement measurement elements in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC ALEC data as calculated by BellSouth for a particular Tier-2 Enforcement Measurement Element.	Clarification and correction.
Enforcement Mechanisms	Definitions	4.1.9	*Affiliate* – person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10Percent.	This term is not used in applying the methodology of the Plan therefore the definition is not needed.
Enforcement Mechanisms	Definitions		*Affected Volume* – that proportion of the total impacted CLEC volume or CLEC Aggregate volume for which remedies will be paid.	New definition required for operation of proposed transaction-based remedy mechanism.
Enforcement Mechanisms	Definitions	4.1.10	*Parity Gap* – refers to the incremental departure from a compliant-level of service. This is also referred to as "diff" in Appendix D, Statistical Formulas and Technical Description.	New definition required for operation of proposed transaction-based remedy mechanism.
Enforcement Mechanisms	Application	4.2.1	The application of the Tier 1- and Tier-2 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to each CLEC ALEC.	Correction
Enforcement Mechanisms	Application	4.2.2	Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance and the payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be used as evidence that BellSouth has not complied with or has violated any state or federal law or regulation. The payment of any Tier-1 Enforcement Mechanism to a CLEC shall be credited against any liability associated with or related to BellSouth's service performance. It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLECs will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any assessment imposed by the Commission.	These changes are intended to avoid situations where CLECs are paid multiple times for problems associated with the same transaction or occurrence. Certainly the purpose of plans like the SEEM plan is not to unduly penalize BellSouth and unjustly enrich the CLECs. Similarly, Tier 2 penalties, which are paid to the Commission, should not represent dual assessments against BellSouth for the same performance related problems.

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
			The Enforcement Mechanisms contained in this Plan have been provided by BellSouth on a voluntary basis in order to maintain compliance between BellSouth and each CLEC. As a result, CLECs may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.	Clarification to remove potential controversy about whether the proposed SEEM can be mandated.
Enforcement Mechanisms	Methodology	4.3.1	Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for each CLEC ALEC for the State of Florida for a given Enforcement Measurement Element in a given for two (2) consecutive months. Liquidated damages will be applicable to each of the two months of failure. Enforcement Measurement Compliance is based upon a Test Statistic and Balancing Critical Value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is set forth in Appendix D, incorporated herein by this reference Statistical Formulas and Technical Description.	See discussion for section 4.1.7 above concerning why two-consecutive months of failure should occur before penalties apply. Clarify how penalty will be calculated when it applies.
Enforcement Mechanisms	Methodology	4.3.1.1	All OCNs and ACNAs for individual CLECs ALECs will be consolidated for purposes of calculating transaction measure-based failures.	Transaction-based plan rather than a measure-based plan is proposed
Enforcement Mechanisms	Methodology	4.3.1.2	When a measurement has five or more transactions for the CLEC ALEC, calculations will be performed to determine remedies according to the methodolgy described in the remainder of the document.	Correction
Enforcement Mechanisms	Methodology	4.3.1.3	Tier-1 Enforcement Mechanisms apply on a per measurement transaction basis and will escalate based upon the number of consecutive months that for each Enforcement Mechanism Element for which BellSouth has reported non-compliance. All transactions for individual CLEC will be consolidated for purposes of calculating Tier-1 Enforcement Mechanisms.	BellSouth believes that the SEEM methodology for penalty calculations should be based on a per transaction approach rather than a per measurement approach. A fatal flaw in addition to its other many problems, of a measurement based plan, is that it is not scalable. Specifically, a measurement-based plan, like the current Florida SEEM plans, assesses the same penalty amount whether there is 1 failed transaction or 1000. Consequently, the measurement-based plan imposes a high penalty on the "first offense" of missing a measurement, rather than a lower threshold penalty, which would be compounded depending on whether BellSouth continues to perform badly after having missed the measurement standard on a particular transaction. This is especially problematic when applied to Tier 1 payments. Tier 1 payments are aimed at addressing impact to

Category	Section Title or Measure No.	Section No.	Proposed Change	Rationale for Proposed Change
				individual CLECs. A penalty calculation methodology that compensates a CLEC that experiences poor performance on 1 transaction the same as a CLEC that experiences poor performance on 1000 transactions is intuitively flawed. Both BellSouth and the CLECs agree on this point. This is in contrast to a transaction-based approach, which is inherently scalable, and is used in seven of BellSouth's other states. Varying penalties based on the severity of failure in a transaction-based plan are straightforward. Once disparate performance is identified, a penalty amount is calculated by multiplying the number of disparate transactions times the appropriate fee.

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
				that a measure based plan is not designed to do instead of using a structure that inherently accommodates the ability to vary penalties by the degree of failure. The end result of these retrofits is a plan built on a flawed foundation overlaid with multiple patches to compensate for the flaws in the foundation. Certainly, instead of attempting to recalibrate a flawed approach, the Commission would be better served by adopting a plan that is designed to accommodate varying penalties due to severity of failure, which is inherent in a transaction-based remedy calculation approach by definition..
				Moreover, currently, at least 40 states[2], including Florida, use transaction-based plans and seven of the nine states in BellSouth's region use transaction-based plans. Only Florida and Tennessee in BellSouth's region use a measurement-based plan. Now that BellSouth has lived under both models, it is clear the transaction-based model works more logically and more fairly in achieving the FCC's goal of preventing backsliding after 271 relief. BellSouth therefore urges the Commission to adopt a transaction-based model to replace the current measurement-based plan.
Enforcement Mechanisms	Methodology	4.3.1.4	~~Fee Schedule for Tier-1 Enforcement Mechanisms is shown on the Performance Measurement Reports in Table-1 of Appendix A, incorporated herein by this reference. Failures beyond Month 6 will be subject to Month 6 fees.~~ The Standard and Low Performance Fee Schedules for Tier-1 Enforcement Mechanisms are shown in "Table 1: Liquidated Damages For Tier-1 Measures". Standard Fee Schedule amounts are used when BellSouth's overall performance in a given month remains within three standard deviations of a baseline performance level. This baseline level is the average of the percent of submetrics met each month for the 12 consecutive months ending prior to the month a Commission order adopting the plan goes into effect. These averages will be taken from across all reporting domains. These domains are: OSS/Pre-ordering, Ordering, Provisioning,	This provision implements the new anti-backsliding mechanism of the proposed plan. The professed role of SEEM is to provide another mechanism designed to deter backsliding in performance. However, it is not the sole means that exists to address backsliding. There are complaints to federal and state commissions, monitoring by those same commissions, contract provisions, and court action that also act as deterrents. The distinguishing feature of the SEEM plan is that it is automatic. The facts show that there has been no backsliding under the current SEEM. So to remove any concern that performance might backslide if a more rational SEEM is implemented, this provision requires SEEM to revert to a much more punitive SEEM if performance deteriorates materially. As additional incentive to improve performance and to partially

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[2] The following states have adopted enforcement plans which are primarily transaction-based: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. The state plans include RBOC plans for BellSouth, Qwest, SBC, Verizon and the plans for the former GTE territory of Verizon.

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
			Maintenance and Repair, LNP, Billing, Interconnection Trunks, Collocation, and Service Order Accuracy. Failures beyond Month 2 will be subject to Month 2 fees. Should BellSouth's performance as measured by the percent of submetrics met in the current data month fall below three standard deviations from the established baseline level of performance, the Tier 1 Low Performance Fee Schedule fees will be utilized for that month. If BellSouth's performance in the current month should exceed the baseline level by three standard deviations, no Tier 1 payment will apply for any CLEC in that month. Additionally, if BellSouth's performance for a given month triggers Tier-1 Low Performance Fee Schedule, for the following Tier-2 measures, Tier-1 penalties would also apply: Firm Order Confirmation and Reject Response Completeness, LNP-Percent Out of Service < 60 Minutes, LNP-Percent of Time BellSouth Applies the 10-Digit Tirgger Prior to the LNP Order Due Date, LNP Disconnect Timeliness (Non-Trigger), Acknowledgement Message Completeness, and Percent Flow-Through Service Requests.	compensate for the risk of reverting to the current plan even if no material decline in performance occurs, a provision is included that relieves BellSouth of SEEM payments if a material improvement in overall performance occurs. Although SEEM is supposed to generate penalties only when a material performance deficiency occurs, the existing plan requires BellSouth to provide CLECs better service in the aggregate than it provides to retail customers in order to eliminate penalty payments. This problem occurs because the performance fro each individual CLEC is compared to BellSouth's average performance across a geographic area. It is impractical to manage performance in such a manner that performance for each CLEC is exactly equal to the average retail performance, so aggregate performance for the CLECs must exceed retail performance in order to eliminate payments. This condition is contrary to the intent of SEEM. Without the proposed criteria, this flaw would continue in the proposed plan.
Enforcement Mechanisms	Methodology	4.3.2	Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State of Florida for given Enforcement Measurement Elements for three consecutive months. The ~~based upon the~~ method of calculation is set forth in Appendix D, ~~incorporated herein by this reference~~ Statistical Formulas and Technical Description.	Clarification
Enforcement Mechanisms	Methodology	4.3.2.1	Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC ~~ALEC~~ data generated by BellSouth, on a per ~~measurement~~ transaction basis for ~~a particular Enforcement Measurement Element~~ each Enforcement Mechanism Element for which BellSouth has reported non-compliance.	See the discussion for section 4.3.1.3 above concerning the recommended change for Tier 1 from per-measure to a per-transaction based plan.
Enforcement Mechanisms	Methodology	4.3.2.2	~~Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is shown in Table-2 of Appendix A, incorporated herein by this reference. Unlike the method used for other Tier-2 metrics, which imposes payments after results fall below the benchmark for three consecutive months, Tier-2 payments for Flow-Through will be paid each month BellSouth fails to meet the benchmark.~~	This additional punitive mechanism was established in the belief that such additional punitive measures would cause improved flow through performance. Regardless of whether such requirements worked, they are clearly no longer necessary because flow through performance has improved considerably.

Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
			The Standard and Low Performance Fee Schedules for Tier-2 Enforcement Mechanisms are shown in "Table 2: Liquidated Damages For Tier-2 Measures". Standard Fee Schedule amounts are used when BellSouth's overall performance in a given month remains within three standard deviations of a baseline performance level. The baseline performance level which Tier 2 performance will compare against shall be the same as that utilized for Tier 1. Three consecutive months of failure are necessary to trigger a Tier 2 payment. The percent submetrics met for the average of the three month period compared against the established baseline will be used to determine which Fee Schedule applies when calculating a Tier 2 payment.	See the discussion for section 4.3.1.4 above concerning the analogous recommended change for Tier 1.
			Should BellSouth's performance, as measured by the average percent of submetrics met for the three months used to determine whether Tier 2 applies in the current data month, fall below three standard deviations from the established basline level of performance, the Tier 2 Low Performance Fee Schedule will be utilized. If BellSouth's performance, as measured by the average percent of submetrics met for the three months used to determine whether Tier 2 applies in the current data month, exceeds the baseline performance by three standard deviations, no Tier 2 payment will apply in the current data month.	See the discussion for section 4.3.1.4 above concerning the analogous recommended change for Tier 1.
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	1.4.1	If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to an CLECALEC or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission or its designee, BellSouth shall make payment in the required amount by the 15th day of the second month following the month for which disparate treatment was incurred on the day upon which the final validated SEEM reports are posted on the Performance Measurements Reports website as set forth in Section 2.4 above.	Clarification and to ensure consistency
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	1.4.2	For each day after the due date that BellSouth fails to pay an CLECALEC the required amount, BellSouth will pay the CLECALEC 6% simple interst per annum.	Correction
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	1.4.3	For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commision an additional $1,000 per day.	
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	1.4.4	If an CLECALEC disputes the amount paid for Tier-1 Enforcement Mechanisms, the CLECALEC shall submit a written claim to BellSouth within sixty (60) days after the payment due date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide the CLEC ALEC written findings within thirty (30) days after receipt of the claim. If BellSouth	Clarification and correction.

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Category	Section Title or Measure No.	Section No. [1]	Proposed Change	Rationale for Proposed Change
			determines the CLEC~~ALEC~~ is owed additional amounts, BellSouth shall pay the CLEC~~ALEC~~ such additional amounts within thirty (30) days after its findings along with 6~~Percent~~% simple interest per annum. ~~However, the ALEC shall be responsible for all administrative costs associated with resolution of disputes that result in no actual payment. Administrative costs are those reasonable costs incurred~~ ~~to, postage, travel and lodging, communication expenses, and legal costs. If BellSouth and the ALEC have exhausted good faith negotiations and are still unable to reach a mutually agreeable settlement pertaining to the amount disputed, the Commission will settle the dispute. If Commission intervention is required, a mediated resolution will be pursued.~~	
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	4.4.5	~~At the end of each calendar year, an independent accounting firm, mutually agreeable to the Florida Public Service Commission and BellSouth, shall certify that all penalties under that the results of all penalties under Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP). These annual audits shall be performed based upon audited data of BellSouth's performance measurements.~~ For Tier-2 Enforcement Mechanisms, if the Commission requests clarification of an amount paid, a written claim shall be submitted to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide the Commission written findings within thirty (30) days after receipt of the claim. If BellSouth determines the Commission is owed additional amounts, BellSouth shall pay such additional amounts within thirty (30) days after its findings along with 6% simple interest per annum.	The deleted portion is covered to the extent necessary by revised audit provisions. The Audit Policy is provided herein as section 4.8.

Correct oversight by adding procedure to address clarification requests for Tier 2 by the Commission, which already exists for Tier 1 for CLECs. |
| Enforcement Mechanisms | Payment of Tier-1 and Tier-2 Amounts | 4.4.6 | BellSouth may set off any SEEMs payment to a CLEC against undisputed amounts owed by a CLEC to BellSouth pursuant to the Interconnection Agreement between the parties which have not been paid to BellSouth within ninety (90) days past the Bill Due Date as set forth in the Billing Attachment of the Interconnection Agreement. | Prevent unreasonable situation where BellSouth is paying SEEM to a CLEC who is not paying an undisputed bill. |

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Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	4.4.7	Any adjustments for underpayment or overpayment of calculated Tier 1 and Tier 2 remedies will be made consistent with the terms of BellSouth's Policy On Reposting Of Performance Data and Recalculation of SEEM Payments, as set forth in Appendix G of this document.	This provision is provided to formalize the incorporation of the Reposting Policy.
Enforcement Mechanisms	Payment of Tier-1 and Tier-2 Amounts	4.4.8	Any adjustments for underpayments will be made in the next month's payment cycle after the recalculation is made. The final current month PARIS reports will reflect the final paid dollars, including adjustments for prior months where applicable. Questions regarding the adjustments should be made in accordance with the normal process used to address CLEC questions related to SEEM payments.	Clarify by stating current practice used to make adjustments and address CLEC questions.
Enforcement Mechanisms	Limitations of Liability	4.5.1	~~BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively and absolutely capped at 39 % of net revenues in Florida, based upon the most recently reported ARMIS data.~~	Addressed in new Section 4.7 entitled "Enforcement Mechanism Cap."
Enforcement Mechanisms	Limitations of Liability	4.5.2	BellSouth will not be ~~responsible for~~ obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance results from an ~~ALEC's~~ CLEC's acts or omissions that cause or contribute towards failed or missed performance measures. ~~to be missed or failed,~~ These acts or omissions ~~including.~~ but are not limited to, accumulation and submission of orders at unreasonable quantities or times, failure to follow established and documented procedures, or failure to submit accurate orders or inquiries. BellSouth shall provide each CLEC ~~the ALEC~~ with reasonable notice of such acts or omissions and provide ~~the~~ each CLEC ~~ALEC with~~ any such supporting documentation.	Clarifies current provisions by stating additional specific instances where BellSouth should not be obligated to pay SEEM.
Enforcement Mechanisms	Limitations of Liability	4.5.3	~~BellSouth shall not be obligated for Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by a ALEC that was in bad faith.~~	Covered in revised Section 4.5.2.
Enforcement Mechanisms	Limitations of Liability		BellSouth shall not be obligated ~~for penalties under~~ to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measurement if such noncompliance was the result of any of the following: a Force Majeure event (as defined in the most recent version of BellSouth's standard Interconnection Agreement); an act or omission by a CLEC ~~an ALEC~~ that is contrary to any of its obligations under the Act, Commission rule, or state law; or an act or omission associated with third-party systems or equipment.	Clarification by identifying the specific source of the definition of a Force Majeure event

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Enforcement Mechanisms	Affiliate Reporting	4.6	~~Affiliate Reporting~~ Change of Law	This is a new section that uses the section number previously designated for Affiliate Reporting.
Enforcement Mechanisms	~~Affiliate Reporting~~ Change of Law	4.6.1	~~BellSouth shall provide monthly results for each metric for each BellSouth ALEC affiliate; however, only the Florida Public Service Commission shall be provided the number of transactions or observations for BellSouth ALEC affiliates. Further, BellSouth shall inform the Commission of any changes regarding non-ALEC affiliates' use of its OSS databases, systems, and interfaces.~~	The Affiliate Reporting section is eliminated because it is irrelevant for SEEM. That is, this provision is unnecessary to determine whether BellSouth provides nondiscriminatory access. The standards for nondiscriminatory access are defined for each metric in the SQM.
			Upon a particular Commission's issuance of an Order pertaining to Performance Measurements or Remedy Plans in a proceeding expressly applicable to all CLECs, BellSouth shall implement such performance measures and remedy plans covering its performance for the CLECs, as well as any changes to those plans ordered by the Commission, on the date specified by the Commission. If a change of law relieves BellSouth of the obligation to provide any UNE or UNE combination pursuant to Section 251 of the Act, then upon providing the Commission with 30 days written notice, Bellsouth will cease reporting data or paying remedies in accordance with the change of law. Performance Measurements and remedy plans that have been ordered by the Commission can currently be accessed via the Internet at http://pmap.bellsouth.com. Should there be any difference between the performance measure and remedy plans on BellSouth's website and the plans the Commission has approved as filed in compliance with its orders, the Commission-approved compliance plan will supersede as of its effective date.	Adds specific provision to address how changes of law will be handled in SEEM. This provision represents a reasonable balance between providing adequate notice that payments will cease with prompt relief for BellSouth to discontinue payments that should no longer be required.
Enforcement Mechanisms	Enforcement Mechanism Cap	4.7	Add Section: Enforcement Mechanism Cap	Separates provisions related to the Enforcement Mechanism Cap into its own section. Formerly, this information was reflected in section 4.5.1.
Enforcement Mechanisms	Enforcement Mechanism Cap	4.7.1 - 4.7.3	BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at 36% of net revenue per year for the state of Florida.

If projected payments exceed the state cap, a proportional payment will be made to the respective parties.

If BellSouth's payment of Tier -1 and Tier 2 Enforcement Mechanisms would have exceeded the cap referenced in this plan, a CLEC may commence a proceeding with | The proposed cap is changed from 39% to 36%. The 36% cap level is consistent with levels approved by the FCC in states outside of the BellSouth region. Further, 36% is certainly more than sufficient as a substantial financial deterrent to potential discriminatory behavior on BellSouth's part. |

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			the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. The CLEC shall have the burden of proof to demonstrate why, under the circumsatnces, BellSouth should have additional liability.	
Enforcement Mechanisms	Audits	4.8 - 4.8.1	Add new section: Audits BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of SEEM for every CLEC with which it has a contract. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo an audit of its Performance Metrics Quality Assurance Plan (PMQAP) every other year for the next five (5) years (2005-2010) to be conducted by an independent third party. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications: 1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs expressing their contractual rights. If no party is sharing the costs of this audit, BellSouth may utilize its internal auditing organization to conduct the audit. 2. Should an independent third party auditor be required, it shall be selected by BellSouth, with input from the PSC, if applicable, and the other parties bearing the cost of the audit. 3. Due to the regional nature of the processes used to generate performance metric data, BellSouth will agree to no more than one regional third party audit within its region per year. These audits are intended to provide the basis for the PSCs and CLECs to determine that SEEM produces accurate data that reflects each State's Order for performance measurements. BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.	Incorporates a more thorough audit plan into SEEM. Having all parties share in the cost provides equal incentive to limit the scope of the audit to meaningful activities.
Enforcement Mechanisms	Dispute Resolution	4.74.9	Notwithstanding any other provision of the Interconnection Agreement between BellSouth and each CLECALEC, any dispute regarding BellSouth's performance or obligations pursuant this Plan shall be resolved by the Commission.	Correction
Enforcement Mechanisms	Regional and State Coefficients	4.10	Add Section: Regional and State Coefficients	Provided for completeness of documentation. Describes method currently used to apportion penalties calculated for regional measures

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			Some metrics are calculated for the entire BellSouth region, rather than by state. • A regional coefficient is calculated to split Tier 1 payments for regional metrics among CLECs by submetric depending on the volume of certain activities in each OCN for the current month. • A state coefficient is calculated to split Tier 2 payments for regional metrics among states by submetric. All measures using regional (Tier 1) or state (Tier 2) coefficients are benchmark measures. The following metrics require calculation of a coefficient: • Acknowledgement Completeness • Percent Flow Through CLEC Aggregate - Residence • Percent Flow Through CLEC Aggregate - Business • Percent Flow Through CLEC Aggregate – UNE Loop & Port Combo • Percent Flow Through CLEC Aggregate – UNE Loops • Percent Flow Through CLEC Aggregate - LNP • Timeliness of Change Management - Notices • Timeliness of Documents Associated with Change - Documents • Percent of Software Errors Corrected in X (10, 30, 45) Business Days – Errors Corrected • Percent Change Requests Accepted or Rejected in 10 Days – Requests Accepted or Rejected • Percent of Change Request Implemented Within 60 Weeks of Prioritization – Type 4 Requests Implemented • Percent of Change Request Implemented Within 60 Weeks of Prioritization - Type 5 Requests Implemented • Interface Availability – Pre-Ordering/Ordering • Interface Availability – Maintenance & Repair The methodology for calculating coefficients is detailed in Appendix E.	and modified based on the proposed change from a measurement-based plan to a transaction-based plan.
Fee Schedule	Liquidated Damages	Table 1	Change Tier 1 Fee Schedule to reflect penalty amounts through Month 2 rather than	Escalation beyond the second month of failure is excessively punitive.

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	for Tier-1 Measures		Month 6. Failures beyond month 2 will be subject to Month 6 fees.	Under the existing SEEM, the fee escalation feature applied to Tier 1 sub-metrics increases for each consecutive month that BellSouth fails to meet the established performance criteria, up to six consecutive months. Consecutive failures beyond month six are capped at the month-six fee. There is, however, no basis for the amount that the Fee Schedule increases by each month. In fact, under the existing Fee Schedule, the fee amounts are so excessive, as already discussed, that the application of the escalation feature only compounds the arbitrarily punitive nature of the plan. What's more, consecutive months of disparate performance at minimum levels of differences also cause the fee to be increased, despite the lack of any actual appreciable or additional impact on the CLEC. Further, Tier 1 was designed to be liquidated damages and there is no basis to conclude that damages continue to escalate at the rate or extent indicated by the current schedule especially since each month's failures are separate transactions unrelated to transactions in the previous months. Under BellSouth's SEEM proposal, the Tier 1 fee amounts would only escalate in month-two. As today, beginning in month three, Tier 2 penalties would apply. This is a sufficient degree of escalation and more fully utilizes the Tier 2 mechanism, which was designed to address cases of persistent metric failures. Specifically, the Tier 2 penalty is initiated once a metric fails for three consecutive months and continues to apply until the metric comes into parity. Of course, Tier 1 penalties would also continue to apply. The fee per disparate transaction simply would not escalate any further beyond month two. Under the current plan this limit does not apply until month six. In recognition of the fact that Tier1 payments go to the CLEC and that there may be some additional damage done if failures persist, escalation in the second month is retained, which is sufficient.
/	for Tier-1 Measures		Schedule. See Redlined SEEM plan, Exhibit B, for proposed changes. See also Attachment 1 to this exhibit for dicussion of how fees amount were developed.	The Current Plan's Fee Schedule Generates Exorbitant Penalties That Bear No Rational Relationship to Performance Provided to CLECs or the Service Charges Associated with Such Penalties. A new SEEM fee schedule is necessary because the current SEEM fee schedule generates excessive penalties that have no rational relationship to the damage (if any) sustained by a CLEC as a result of a

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				missed performance measurement standard. Additionally, such penalties often amount to years worth of free service to a CLEC when one compares the penalty paid to a CLEC to the recurring charge such CLEC pays for the service associated with the penalty. Specific examples are provided in the comments included with this filing. Including excessive penalties in a SEEM plan is contrary to the concept that good performance should result in few, if any, payments for a failure to perform. This is particularly true in the absence of backsliding. Despite the soundness of the transaction-based penalty plan structure, the fee schedule associated with such existing plans in BellSouth is outdated and continued use of the fee schedule in those plans is unwarranted and inefficient. Specifically, the current transaction based fee schedule, which resulted from evidence considered by the Georgia Public Service Commission in the year 2000, four years ago, was developed at time when there was much less CLEC activity in the local market. As such, there were some concerns that BellSouth's potential SEEM payment liability – given the level of CLEC activity – was perhaps too low to be an effective deterrent against backsliding. At least in part, to compensate for the overall low level of CLEC activity at the time, the resulting per-transaction fee schedule was artificially high. Even at that time, the amount of the penalty per transaction was excessive, in relation to the typical rate the CLECs paid for the service. Today, that imbalance of penalty versus rate for the service is exacerbated by the overall CLEC volumes, which are much higher than they were 4 years ago. This is because a transaction-based payment plan is scalable (the more transactions where disparate service is detected, the higher the payment), the problems created by an artificially high fee schedule are compounded with increased CLEC activity. There are two fee schedules proposed, a new standard fee schedule that is more rational and would apply as long as BellSouth continues to provide nondiscriminatory performance. There is also a low performance schedule, which will apply if performance materially deteriorates from current levels. This low performance schedule is the same as the fee schedule that currently applies in all other transaction-based SEEMs for BellSouth. These two schedules are required to

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				implement an important new feature, which should allay any concerns that the Proposed SEEM is soft on performance backsliding. In BellSouth's Proposed SEEM, Bellsouth has an added incentive to avoid backsliding because, if performance deteriorates in a month by a statistically significant degree from BellSouth's performance for the 12 months preceding implementation of the Proposed SEEM, then the **fees in the Proposed SEEM increase dramatically.** Further, the Proposed SEEM also encourages improved performance because it permits BellSouth to avoid penalties if there is statistically significant improvement in overall performance. The fees in the standard fee schedule are more in line with the types of rebates that typically apply in commercial transactions where performance guarantees are provided. The basis for establishing each specific fee is stated in Attachment 1 to this exhibit.
Fee Schedule	Liquidated Damages for Tier-2 Measures	Table 2	Appendix A, Table A.2, reflects the current and proposed changes to the Fee Schedule. See Redlined SEEM plan, Exhibit B, for proposed changes.	Same rationale as for Table 1 above. See Attachment 1 to this exhibit for the rationale for changes in specific fees.
SEEM Sub-metrics	Applicable to all SEEM sub-metrics	Tables B-1 and B-2.	General approach taken to set of measures included in plan.	Generally, one measure of timeliness and one measure of accuracy should apply to each major domain; e.g., Ordering, Provisioning, Maintenance & Repair, etc. In addition to the specific reasons given below, BellSouth is proposing to move closer to this general concept with the following changes. Also, measures of some intermediate processes were removed because such process may have little if any customer effect and any significant customer effect would likely be reflected in other measures.
SEEM Sub-metrics	Measure OSS-1	Table B-2: Tier 2 Sub-metrics	Remove measure OSS-1, Average Response Interval and Percent within Interval (Pre-Ordering/Ordering), from Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for the rationale.
SEEM Sub-metrics	Measure OSS-4	Table B-2: Tier 2 Sub-metrics	Remove measure OSS-4, Response Interval (Maintenance & Repair), from Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for the rationale.
SEEM Sub-metrics	Measure PO-1	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure PO-1, Loop Makeup –Response Time-Manual, from Tier 1 and Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for the rationale.
SEEM Sub-metrics	Measure O-1	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure O-1, Acknowledgement Message Timeliness from Tier 1 and Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for the rationale.
SEEM Sub-metrics	Measure O-2; (AKC)	Table B-1: Tier	Remove measure O-2, Acknowledgement Message Completeness, from Tier 1 of the SEEM	Measure O-2 tracks whether an acknowledgement is returned to the

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		Sub-metrics	plan. This measure would apply to Tier 2 only.	CLECs after an LSR or transmission is electronically submitted. If acknowledgments are not being sent, it does not directly affect the CLECs ability to provide service to its customer but is a secondary measure of an intermediate process. As such, intermittent deficiencies, particularly with the high benchmark do not indicate a significant problem. Consequently, penalties should only apply if there are persistent problems in this area, which is the situation that Tier 2 was designed to address. Also, this measure captures performance related to an electronic process that uses regional systems, problems that occur are not limited to individual CLECs, as intended when Tier 1 penalties apply. Further the nature of electronic systems usually makes this problem largely self-correcting and any harm that occurs affects the industry as a whole not an individual CLEC. Therefore, this measure should be included in Tier 2 only. If BellSouth's performance for a given month triggers the Low Performance Fee Schedule, BellSouth will pay Tier 1 penalties in addition to Tier 2 penalty for the month involved.

SEEM Sub-metrics	Measures O-3 & O-4; (PFT)	Table B-1: Tier 1 Sub-metrics	BellSouth recommended combining measure O-4, Flow-Through Service Requests (Detail), with measure O-3, Flow-Through Service Request (Summary). Thus, measure O-4 would no longer exist as a separate measure and measure O-3, as modified, would only apply to Tier 2; Tier 1 would **not** apply.
			
			Also change disaggregation for this measure as follows:
			
			    1. Combine Residence and Business into Resale.
			    2. Combine UNE Loop & Port Combo and UNE Other into UNE.
			
			The resulting disaggregation would be: Resale, UNE and LNP.
				BellSouth, in its current proposal, recommends that measures *O-3, Percent Flow-Through Service Requests (Summary)*, and *O-4, Percent Flow-Through Service Requests (Detail)* be combined into a single SQM that shows both the Aggregate CLEC data (Summary) and CLEC Specific data (Detail). The SEEM penalty, in BellSouth's proposal, would apply to the Aggregate CLEC data as a Tier 2 measure only. Flow Through results are based on the operation of regional systems and impact CLECs equally, based on the products or feature that they order. Because this measure captures performance related to an electronic process that uses regional systems, problems that occur are not limited to individual CLECs, as intended when Tier 1 penalties apply. Flow through typically only increase the standard for measuring FOC timeliness by 7 hours. The mechanized FOC Timeliness standard is 95% in 3 hours and for orders that do not flow through and should do so, the FOC Timeliness standard is 95% in 10 hours. Such delay periodically does not directly affect the CLECs ability to provide service to its customers. As such, intermittent deficiencies, particularly with the high benchmark do not indicate a significant problem. Consequently, penalties should only apply if there are persistent problems in this area, which is the situation that Tier 2 was designed to address.

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				Further, the nature of electronic systems usually makes this problem largely self-correcting and any harm that occurs affects the industry as a whole not an individual CLEC Therefore, this measure should be included in Tier 2 only. Finally, since all CLECs are affectedly similarly, Tier 1 penalties should not apply. If BellSouth's performance for a given month triggers the Low Performance Fee Schedule, BellSouth will pay Tier 1 penalties in addition to Tier 2 penalty for the month involved. The proposed disaggregation for this measure in the SEEM plan is the same as the SQM. See the SQM matrix filed on July 28, 2004 for the rationale for this change.
SEEM Sub-metrics	Measure O-8: (RI)	Table B-1: Tier 1 Sub-metrics	Remove Partially Mechanized and Non-Mechanized disaggregations for O-8, Reject Interval, from Tier 1 and Tier 2.	BellSouth's Proposed SQM disaggregates the Reject Interval measurement by 3 methods of submission – fully mechanized, partially mechanized and non-mechanized (manual). For an effective enforcement plan, however, only the fully mechanized portion of this measurement should be included since this is the method of submission where the preponderance of CLEC activity occurs. Also, such treatment provides a further incentive for CLECs to move to electronic system that BellSouth has expended huge resources to develop and maintain at the CLECs request. Finally, partially mechanized and non-mechanized methods of submission are subject to gaming by the CLECs. LSRs can effectively be submitted with known errors in such a way as to guarantee a penalty payment.
SEEM Sub-metrics	Measure O-9: (FOCT)	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure O-9, Firm Order Confirmation (FOC) Timeliness, from the both Tier 1 and Tier2.	This measure was proposed for removal from the SQM. See the SQM matrix filed on July 28, 2004 for the rationale. It should be noted that although this measure is being removed from SEEM, this function will still be measured in the new measurement *Firm Order Confirmation Average Completion Interval* (FOCI) that BellSouth is proposing to include in both Tier 1 and Tier 2 of SEEM. The FOCI measure will combine the two current measures, *FOC Timeliness* and Average Completion Interval (OCI) & Order Completion Interval Distribution, into a single metric as requested by CLECs in the past.. Since the

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				failure to return FOCs to CLECs in a timely manner will show up in the FOCI metric, which is proposed for both Tier 1 and Tier 2, including *FOC Timeliness* in the SEEM plan as well would result in dual penalties for the same failure. Therefore, BellSouth's proposal excludes *FOC Timeliness* from the SEEM plan.
SEEM Sub-metrics	Measure O-11; (FOCRC)	Table B-1: Tier 1 Sub-metrics	Remove measure O-11, Firm Order Confirmation and Reject Response Completeness, from Tier 1 of SEEM.	BellSouth's proposal excludes this measure from Tier 1 of the SEEM plan and includes it as a Tier 2 measure only. This is not a primary indicator of the timeliness or accuracy of the ordering process. The systems and processes that generate Reject Notices and FOCs are regional in nature and this measure simply tracks whether one of these two responses to a request was sent – not how long it takes to send it. If a response is not sent it is typically due to a system problem, which affects CLECs in general rather than only specific CLECs. Further the cure is fairly simple, which is for the CLEC to resubmit the order. Consequently this area becomes a problem only if persistent problems arise, which makes it more appropriate to include this measure in Tier 2 only. Further, Tier 1 penalties are already paid, and would be paid under BellSouth's proposal, for the Reject Interval and FOCI measures. Further, if BellSouth's performance for a given month triggers the Low Performance Fee Schedule, BellSouth will pay Tier 1 penalties in addition to Tier 2 penalty for the month involved.
SEEM Sub-metrics	Measure P-4	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure P-4, Average Completion Interval (OCI) & Order Completion Interval Distribution, from Tier 1 and Tier 2 of the SEEM plan.	Although this measure is being removed from SEEM, this function will still be measured in the new measurement *Firm Order Confirmation Average Completion Interval* (FOCI) that BellSouth is proposing to include in both Tier 1 and Tier 2 of SEEM. The FOCI measure will combine the two current measures, *FOC Timeliness* and *Average Completion Interval (OCI) & Order Completion Interval Distribution*, into a single metric as requested by the CLECs in the past. Since the failure to complete orders within appropriate intervals will show up in the FOCI metric, which is proposed for both Tier 1 and Tier 2, including a separate OCI measure in the SEEM plan as well would result in dual penalties for the same failure.
SEEM Sub-metrics	New Measure; FOCI	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Add the measure Firm Order Confirmation Average Completion Interval to both Tier 1 and Tier 2 of SEEM.	New measure that combines former measures FOC Timeliness and Average Completion Interval. These two functions are proposed to be in SEEM.
SEEM Sub-metrics	Measure P-7A; HCT	Table B-1: Tier	Combine the existing disaggregation levels for measure P-7A, Coordinated Customer	The proposed SQM reflects two levels of disaggregation for this

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		1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Conversions Hot Cut Timeliness – Percent within Interval, into single a single sub-metric for "UNE Loops."	measure, namely "Non-IDLC" and "IDLC." See the SQM matrix filed on July 28, 2004 for the rationale for that change. For purposes of the SEEM plan, while the proposed disaggregation for this metric in SEEM only reflects one category for "UNE Loops," the calculations for penalties actually applies the separate benchmarks for Non-IDLC and IDLC Loops. The penalties would simply be reported as a single category designated as UNE Loops.
SEEM Sub-metrics	Measure P-7C; (PT)	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure P-7C, Hot Cut Conversions – Percent Provisioning Troubles Received within 5 Days (formerly 7 Days) of a Completed Service Order, from Tier 1 and Tier 2.	BellSouth's proposal excludes this measure from Tier 1 and Tier 2 of SEEM. This is because the same data are captured in the measure *Percent Provisioning Troubles within "X" Days*, which is included in Tier 1 and Tier 2. Including both these measures in SEEM would subject BellSouth to dual penalties for the same failure.
SEEM Sub-metrics	Measure P-8	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure P-8, Cooperative Acceptance Testing, from Tier 1 and Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for the rationale.
SEEM Sub-metrics	New measure: CNDD	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Add measure CNDD, Non-Coordinated Customer Conversions – Percent Completed and Notified on Due Date, to both Tier 1 and Tier 2.	BellSouth proposes to add this new measure to both Tier 1 and Tier 2 of SEEM. This measure, as described in the SQM matrix filed on July 28, 2004, captures the percentage of non-coordinated customer conversions that BellSouth completes and provides notification to the CLEC on the due date. Considering the increased role that non coordinated hot cuts may have in the future and the potential direct impact on customer service this measure is being proposed for inclusion in SEEM.
SEEM Sub-metrics	Measures P-13B (LOOS), P-13C (LAT), and P-13D (DTNT)	Table B-1: Tier 1 Sub-metrics	Remove measures P-13B, LNP-Percent Out of Service < 60 Minutes, P-13C, Percentage of Time BellSouth Applies to 10-Digit Trigger Prior to the LNP Order Due Date (LAT), and P-13D, LNP-Disconnect Timeliness (Non-Trigger) (DTNT), from Tier 1 of SEEM.	BellSouth's proposal includes these three measures as Tier 2 only. These metrics evaluate a combination of largely automated processes and procedures performed by technicians in a centralized work center. The result is that the processes are the same from CLEC to CLEC and, if there is a problem, the problem affects all CLECs, rather than an individual CLEC. Consequently, a Tier-2 enforcement mechanism is appropriate for these measurements. Further, if BellSouth's performance for a given month triggers the Low Performance Fee Schedule, BellSouth will pay Tier 1 penalties in addition to Tier 2 penalty for the month involved.
SEEM Sub-metrics	Measure M&R-2;	Table B-1: Tier	Remove measure M&R 2, Customer Trouble Report Rate, from both Tier 1 and Tier 2.	This measure is neither an indicator of timeliness nor accuracy of

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	CTRR	1 Sub-metrics & Table B-2: Tier 2 Sub-metrics		maintenance and repair. It is not a measure of whether troubles actually exist, but is at best a broad indicator of whether customers choose to submit trouble reports. Consequently, low results do not mean that there is a performance problem, instead it simply provides information that indicates whether a part of the maintenance process needs to be examined to see if a problem exists. Experience has shown that results vary widely due to differences in the way that CLECs choose to maintain their services. For example, some CLECs do a better job of isolating troubles to their network than others. Those that don't isolate troubles well have higher trouble report rates, and it hardly seems appropriate to penalize BellSouth because a CLEC did not isolate its troubles properly. Also, very small differences in performance result in large penalties for this measure as shown in the examples in our comments. Typically, some of the highest penalties are paid for this measure, and it is typically one of the areas where the measure usually indicates a high level of performance for both CLECs and retail. For example, overall, Trouble reports rate are usually less that 3% and the difference between CLEC and retail performance is less than 2%, but the penalties are among the highest of any measure. This occurs even though for many of the reports no actual trouble exists. SEEM penalties will apply to the measures Maintenance Average Duration and Repeat Troubles, which together measure the accuracy and timeliness of Maintenance and Repair efforts.
SEEM Sub-metrics	Measure M&R-5	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure M&R-5, Out of Service (OOS) > 24 hours, from Tier 1 and Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for rationale.
SEEM Sub-metrics	Measure B-1	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	For measure B-1, Invoice Accuracy, change the disaggregation to eliminate separate sub-metrics for Interconnection, Resale and UNE.	This metric is simply an indication of whether BellSouth provides the CLECs with accurate bills. There is no need to show separate disgggregations for Interconnection, Resale and UNE.
SEEM Sub-metrics	Measure B-3	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Remove measure B-3, Usage Data Delivery Accuracy, from Tier 1 and Tier 2 of the SEEM plan.	BellSouth proposed removal of this measure from the SQM. See SQM matrix filed on July 28, 2004 for rationale.
SEEM Sub-metrics	Measure B-10	Table B-1: Tier	Remove measure B-10, Percent Billing Errors Corrected in "X" Business Days, from Tier 1	BellSouth proposed removal of this measure from the SQM. See SQM

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		1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	and Tier 2 of the SEEM plan.	matrix filed on July 28, 2004 for rational.
SEEM Sub-metrics	Measure C-3; PMDD	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	For measure C-3, Collocation Percent of Due Dates Missed, remove the separate disaggregations for Virtual, Physical, which were further disaggregated by Initial and Augment.	This metric simply tracked whether a committed due date is met or missed. Specific disaggregation by Virtual or Physical (also Initial and Augment) is unnecessary. This especially true since BellSouth rarely missed a due date for this measure.
SEEM Sub-metrics	SEEM Measurement Disaggregation - General	Table B-1: Tier 1 Sub-metrics & Table B-2: Tier 2 Sub-metrics	Decrease the level of disaggregation for many SEEM Tier 1 and Tier 2 measurements. The measures within the Provisioning and Maintenance & Repair domains for which BellSouth proposes a reduction in disaggregation are shown below (the actual changes to the level of disaggregation is shown in Appendix B, Tables B-1 and B-2, of the redlined SEEM plan included in this filing as Exhibit B): Provisioning 1. PIAM: Percent Installation Appointments Met (currently reflected as P-3, Percent Missed Installation Appointments). 2. PPT: Percent Provisioning Troubles within 5 Days (previously 30 Days) of Service Order Completion. Maintenance & Repair 1. PRAM: Percent Repair Appointments Met (currently reflected as MR-1, Percent Missed Repair Appointments) 2. MAD: Maintenance Average Duration 3. PRT: Percent Repeat Customer Troubles within 30 Days The proposed SEEM disaggregation for Pre-Ordering and Ordering measures is the same as the proposed SQM disggregation except where already noted.	As discussed concerning the excessive disaggregation in the current SQM, there are a large number of sub-metrics for which there is little or no activity month-to-month. There is, obviously, no benefit to maintaining the current level of disaggregation, which produces so many meaningless data reports. The resulting need, therefore, and the approach reflected in BellSouth's proposal, is for more aggregation rather than disaggregation. That is, grouping similar sub-metrics together for purposes of making more meaningful determinations of compliant performance. Beyond the disaggregation issues associated with the SQM, however, the design and intended functioning of the SEEM plan requires additional aggregation beyond that reflected in the SQM. Of course, the problem of the vast majority of sub-measures reflecting little or no activity is compounded in the SEEM plan for Tier 1. This is because in addition to the several levels of disaggregation in the SQM, SEEM Tier 1 calculations require further disaggregation by individual CLEC. Specifically, SEEM currently contains 830 sub-metrics at the Tier 1 level. There are over 200 CLECs in Florida. Since Tier 1 sub-metrics apply to all CLECs, there is a potential for over 166,000 SEEM determinations (830 sub-metrics x 200 CLECs). Too many sub-metrics (which are subject to further disaggregation and granularity) result in few or no transactions (or activity) in many sub-metrics. For example, an analysis of SEEM data for Florida taken from the three-month period of August through October 2003 indicated that, on average, there was no activity for 97% of the CLEC specific opportunities for the 830 SEEM measures. Additionally, the truncated-Z statistical methodology uses like-to-like comparisons at very granular level called cells so masking of poor performance by good performance is a minimal problem if it exists at all as indicated by an analysis conducted by AT&T. The truncated Z

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				methodology was specifically designed to allow aggregation of several products without creating a problem with masking. According to the design of the statistical methodology used in the SEEM plan, given that like-to-like comparisons are made at the cell level, it is unnecessary for the SEEM plan payment categories of sub-metrics to be the same as the SQM level, which is used for reporting and monitoring
SEEM Sub-metrics	SEEM Retail Analogs	B.3	Add new section to show the retail analogs for the measures in the SEEM plan.	Added for completeness of SEEM documentation.
SEEM Sub-metrics	SEEM Benchmark Thresholds	B.4	Add new section to show the benchmarks for the measures in the SEEM plan	Added for completeness of SEEM documentation.
Appendix C	Statistical Properties and Definitions	Section C	The statistical process for testing whether BellSouth's (BST) wholesale customers (alternative local exchange carriers or CLEC~~ALEC~~s) are being treated equally with BST's retail customers involves more than a simple mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are the type of: • data • comparison • performance This section describes the properties of a test methodology and the truncated Z statistic for ~~four~~two types of measures	This change reflects the fact that BellSouth's proposal does not include rate or ratio measures and to correct ALEC to read CLEC..
Appendix C	Statistical Properties and Definitions	Section C.1	**Necessary Properties for a Test Methodology** Once the key elements are determined, a test methodology should be developed that complies with the following properties: • Like-to-Like Comparisons • Aggregate Level Test Statistic • Production Mode Process • Balancing • ~~Trimming~~	Changed to reflect the removal of the trimming of data in the process. See rationale below for Appendix C, section C.1.5.

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Appendix C	Statistical Properties and Definitions	C.1.1	**Like-to-Like Comparisons** When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched residential, new orders. The testing process should: • Identify variables that may affect the performance measure • Record these important confounding covariates • Adjust for the observed covariates in order to remove potential biases and to make the CLEC ~~ALEC~~ and the ILEC units as comparable as possible	Correction
Appendix C	Statistical Properties and Definitions	C.1.2	**Aggregate Level Test Statistic** Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties: • The method should provide a single overall index on a standard scale. • If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done. • The contribution of each comparison cell should depend on the number of observations in the cell. • Cancellation between comparison cells should be limited. • The index should be a continuous function of the observations.	Correction
Appendix C	Statistical Properties and Definitions	C.1.5 Trimming	~~**Trimming**~~ ~~Trimming of extreme observations from BellSouth and ALEC distributions is needed in order to ensure that a fair comparison is made between performance measures. Three conditions are needed to accomplish this goal. These conditions are:~~	Trimming, as a statistical procedure, is a method of insuring that outliers in data are not unduly influencing the outcome of a statistical test. The trimming process used in SEEM originated in the Louisiana Workshop in 1999, when CLEC volumes and distributions were much smaller than they are now. If there were distributional differences 5 years ago, these differences are no longer a factor. An outlier, should it exist, should be included in the statistical test.

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			• ~~Trimming should be based on a general rule that can be used in a production setting.~~ • ~~Trimmed observations should not simply be discarded; they need to be examined and possibly used in the final decision-making process.~~ • ~~Trimming should only be used on performance measures that are sensitive to "outliers."~~	Trimming also requires that observations must not simply be discarded, but that each should be examined to determine if there is a true business reason for the discarding of this real data. For each observation that is eliminated to be manually observed for validity would defeat the Self Effectuating aspect of the SEEM plan. Consequently the trimming rules in SEEM should be eliminated.
Appendix C	Statistical Properties and Definitions	C.1.6	**Measurement Types** The performance measurements that will undergo testing are of ~~four~~two types: mean, ~~ratio,~~ and proportion, ~~and rate~~. All ~~four~~Both have similar characteristics. Different types of data are used to calculate them. Table C-1 shows the type of data that is used to derive each measurement type. **Table C-1: Measurements Types and Data** | Measurement Type	Data Used to Derive Measure
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Mean	Interval measurements
~~Ratio~~	
Proportion	Counts
~~Rate~~			These changes reflect the fact that there are no rate or ratio measures in BellSouth's proposed SEEM plan. There are no ratio measures in the existing SEEM plan either.
Appendix C	Statistical Properties and Definitions	C.2	**Testing Methodolgy – The Truncated Z** ~~The calculation of the Truncated Z statistic is described in Appendix A of the "Louisiana Statistician's Report." The methodology described in this document is the same as that described in the "Statistician's Report;" however, this document contains extra technical details to avoid undefined situations when programming the technique.~~ In summary, many covariates are chosen in order to provide meaningful comparison	These changes are added to make minor corrections and to delete the discussion concerning the Louisiana study, which is not necessary for an understanding of the statistical methodology.

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			levels below the submetric level chosen for the parity comparison. This includes such factors as wire center and time of month, as well as order type for provisioning measures. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC ~~ALEC~~ is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted ~~sum~~average of the truncated statistics is calculated where a cell's weight depends on the volume of BST and CLEC ~~ALEC~~ orders in the cell. The weighted ~~sum~~average is standardized by ~~the~~ subtracting the theoretical mean of the truncated distribution, and this is divided by the standard error of the weighted sum. Summaries based on measurement type are given for the calculation of the cell Z statistic.	
Appendix C	Statistical Properties and Definitions	C.2.1	**Mean Measures** For mean measures, an adjusted, asymmetric t statistic is calculated for each like-to-like cell that has at least seven BST and seven CLEC ~~ALEC~~ transactions. ~~This statistic is an adjustment to the modified z statistic in order to make the assumption that the statistic is approximately normally distributed more reasonable even for fairly small sample sizes. The adjusted, asymmetric t statistic is part of the methodology described in the "Statistician's Report," and it has been documented for the statistical community in the August 2001 issue of The American Statistician, a peer review statistics journal. The statistic was created for mean performance measure parity tests in order to reduce the number of permutation tests needed for calculating cell statistics. Several sets of BST/CLEC mean measure data from Louisiana were examined in order to determine when the adjustment results give approximately the same results as a permutation test. The result is that a~~A permutation test is used when one or both of the BST and CLEC ~~ALEC~~ sample sizes is less than seven. The adjusted, asymmetric t statistic and the permutation calculation are described ~~below~~in Appendix D, Statistical Formulas and Technical Description.	These changes are added for clarification purposes and to delete the discussion concerning the Louisiana study, which is not necessary for the understanding of the statistical methodology.

~~3 Balkin, S. D. and Mallows, C. L. (2001), "An Adjusted, Asymmetric Two-Sample t Test," The American Statistician, 55, 203-206.~~

Category	Section Title or Measure No.	Section No.	Proposed Change	Rationale for Proposed Change
Appendix C	Statistical Properties and Definitions	2.2.2	**Proportion Measures** For performance measures that are calculated as a proportion, in each adjustment cell, the cell Z and the moments for the truncated cell Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large ($n_{ij}p_{ij}(1-p_{ij}) > 9$), a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. ~~is the exact permutation distribution.~~ In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.	These changes are added for clarification purposes
Appendix C	Statistical Properties and Definitions	2.2.3	**Rate Measures** ~~The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For the rate measure customer trouble report rate there are a fixed number of access lines in service for the ALEC, b₂ⱼ, and a fixed number for BST, b₁ⱼ. The modeling assumption is that the occurrence of a trouble is independent between access lines, and the number of troubles in b access lines follows a Poisson distribution with mean b, where is the probability of a trouble per 1 access line and b (= b₁ⱼ + b₂ⱼ) is the total number of access lines in service. The exact permutation distribution for this situation is the binomial distribution (the limit for the hypergeometric distribution) that is based on the total number of BST and ALEC troubles, n, and the proportion of BST access lines in service, qⱼ = b₁ⱼ/b~~ ~~In an adjustment cell, if the number of ALEC troubles is greater than 15 and the number of BST troubles is greater than 15, and nᵢⱼqᵢⱼ(1-qᵢⱼ) > 9, then a normal approximation can be used. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of ALEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (ALEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution~~	This proposed deletion of the existing language reflects the fact that there are no rate measures in BellSouth's proposed SEEM plan.

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Appendix C	Statistical Properties and Definitions	C.2.4	**Ratio Measures** The current plan contains no measures that call for the use of a Z parity statistic.	This change reflects the fact that there are no ratio measures in either the existing or the proposed SEEM plan.
Appendix D	Statistical Formulas and Technical Descriptions	D.1 – D.2	Revised Section D to incorporate the change from measurement-based plan to a transaction-based plan and to change from the floating delta approach, based on the Ford delta function, a fixed delta of 1.0 for Tier 1 and 0.5 for Tier 2. See Exhibit B, Appendix D.	Section D has been substantially revised to reflect the change from a per-measurement based SEEM plan to a per-transaction based SEEM plan. Therefore, the entire section is shown in red
Appendix E	BST SEEM Remedy Calculation Procedures	E.1 – E.5	The current SEEM plan is per-measurement based. BellSouth is proposing that the SEEM plan penalty calculations be based on the number of transactions. Section E has been substantially revised to reflect the change from a per-measurement based SEEM plan to a per-transaction based SEEM plan. Because additional steps are required to determine the number of transactions and because the examples of Appendix E required modification to show the calculation of transactions, all sections of Appendix E are deleted and later reinserted, with the appropriate changes. BellSouth believes that this will help readability, even though much of the current plan's procedures, such as calculation of the overall test statistic and the balancing critical value are retained. Calculations for submetrics with Retail Analogs. This change is required to implement a transaction based SEEM and is the method by which the number of transactions to use in calculating the penalty amount for those SEEM sub-metrics where the performance standard is a retail analog. First a failure must be indicated, meaning that the aggregate z-score is less than the balancing critical value (BCV), before it is necessary to calculate the number of transactions for which a penalty applies. For a SEEM sub-metric where a failure is indicated, each cell within that sub-metric where parity service was not provided, as indicated by a negative z-score, will be rank ordered. The cells will be ranked in order of z-score with the cell that has the most negative z-score being ranked highest down to the cell with the least negative z-score being ranked lowest. Next, the z-score for the highest ranked cell will be changed to zero, indicating that parity exists and the BCV will be recalculated. If the aggregate z-score for the SEEM sub-metric is still less than or equal to the BCV, BellSouth will pay penalties on all CLEC transactions in that cell. BellSouth will progressively change cell z-scores to 0 and recalculate the BCV until the SEEM sub-metric passes the truncated z parity test; i.e., the aggregate test statistic is equal to or greater than the BCV. BellSouth will then sum up the number of transactions in each cell where the z-score was changed up to the next to last cell that was changed and pay penalties on all CLEC transactions in those cells. Since it is often not necessary to resolve all of the transactions in the final cell manipulated, the last cell will be interpolated to determine how many transactions in that cell are required to achieve a parity situation.	The current SEEM plan is per-measurement based. BellSouth is proposing that the SEEM plan be based on the number of transactions. The methodology described here determines how many CLEC transactions are required to be changed for the better in order to achieve a parity situation where one does not exist. The measure of whether BellSouth is providing parity service under SEEM, where a retail analog standard applies, is whether the aggregate z-score equals or exceeds the BCV. The proposed method directly counts the number of transactions by which BellSouth is missing the parity standard and pays penalties on that number of transactions. The most direct and logical approach is to alter the most damaging out-of-parity situations first and then, if parity is still not achieved, to alter successively the next most damaging out-of-parity situations until parity is achieved. This approach essentially corrects the transactions having the greatest potential customer impact first, before correcting those transactions having a lesser potential impact. BellSouth is obligated to pay penalties under SEEM only up to the point necessary to achieve parity of service for CLECs. For this reason, BellSouth realizes that all of the transactions in the final cell manipulated may not need to be altered for parity to be achieved. An appropriate action is to interpolate how many of the transactions would need to be changed to bring the entire sub-metric into a parity situation. For those failed measurements having a benchmark performance standard, the proposed methodology simply determines the number of transactions that are changed for the better in order to achieve the benchmark standard and pays penalties on that number of transactions.

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			Calculations for submetrics with benchmark performance standards. This change is required to implement a transaction based SEEM and is the method to use in calculating the number of transactions **where the performance standard is a benchmark. The use of the small sample** size table and the determination of the failure to meet the benchmark is unchanged from the current FL SEEM plan. BellSouth's proposal calculates the number of transactions required to be changed for the better to achieve the benchmark. For specific revisions, refer to Exhibit B, Appendix E.	
Appendix F	OSS Tables	F.1 – F.2	Added the OSS designations to SEEM	This section was added to reflect the OSS applied to the SEEM plan parity determinations.
Appendix G	Reposting of Performance Data and Recalculation of SEEM Payments		Reposting policy added to the SEEM plan.	This is the policy concerning the reposting of data that was approved by the Commission. This policy is included in the SEEM plan documentation for completeness.

Overview:
The current fee schedule is based on the state of the industry in the year 2000. It was initially proposed by BellSouth in the Florida performance measurements proceeding in early 2001 and was subsequently converted to a per-measurement fee schedule. It is important to note that the resulting fee schedule has its' roots in a period before the CLECs generated the level of activity that we now experience. For example, UNE-P did not even exist in the year 2000. As a result it is largely, if not completely, arbitrary and not based on any consistent rationale. Instead, it was designed to generate a penalty amount that was perceived as a deterrent when activity levels were low. The proposed fee schedule is designed to base the penalty amounts on a rational relationship that mirrors those typically found in commercial transactions. For example, the fee for provisioning measures is related to nonrecurring charges for the underlying services and the fee for maintenance measures is related to recurring charges. Some categories, such as Pre-Ordering, do not lend themselves to direct relationship to products, however, there was still a rationale as stated below associated with the amount of the fee. The recurring and non recurring charges upon which the fee schedule is based are region-wide averages. This approach evens out variation in price determinations by individual states and facilitates use of a region-wide fee schedule as is the case today.

1. **Pre-Ordering/OSS** – There is no service upon which Pre-Ordering/ OSS functions relate. Pre-Ordering/OSS inquiries are used for a wide variety of activities including information gathering, ordering research and trouble status monitoring. As a result the fee for this category is maintained at 50% of the Ordering fee as is the case today.

2. **Ordering/Flow-through** – The figures used to derive the penalty amount for the ordering measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. Region-wide, the charge billed to a CLEC for a mechanically-submitted LSR is $3.50. The charge for a manually-submitted LSR, however, is $19.99. Despite the fact that most LSRs are submitted to BellSouth electronically, the higher $19.99 charge was used as the basis for all ordering/flow-through measures, and was rounded up to an even $20.

3. **Maintenance and Repair-Resale** - The figures used to derive the penalty amount for the resale M&R measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. For both Resale Residence and Business products, the monthly recurring charges billed to a CLEC (including EUCL, LNP, and USF) were added together for each state. Then, a straight average of these prices was used to derive an average region-wide dollar amount billed to our resale customers for residence and business services. Next, an overall average resale fee amount was calculated by weighting the individual residence and business fees, based on the monthly average number of lines in service

during the 2003 calendar year for each of those classes of products. Using this weighting method, the average region-wide resale residence recurring rate of $33.16 and the average region-wide resale business recurring rate of $74.39 generated an overall recurring resale rate of $41.33. This amount was rounded up to the nearest $5, leading to the $45 fee shown on the fee schedule.

4.　**Maintenance and Repair – UNE** - The figures used to derive the penalty amount for the UNE M&R measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. Seven of the top volume UNE products, other than UNEP which has a separate category, offered to our wholesale customers, in terms of average numbers of lines in service per month for the year 2003, were selected to represent the UNE category. These products are:

　　　i.　2 Wire UVL-SL1
　　　ii.　2 Wire UVL-SL2
　　　iii.　2 Wire ISDN Digital Grade Loop
　　　iv.　2 Wire ADSL Digital + LMU
　　　v.　4 Wire DS1 Digital Loop
　　　vi.　2 Wire Copper Loop (Design) Short with LMU
　　　vii.　2 Wire UCL – Non-design

For each of these products, the monthly recurring Zone 1, 2, and 3 (and, in the case of Mississippi, Zone 4) recurring rates were averaged together to create a statewide average recurring rate. Then, a straight average of these prices was used to derive an average region-wide dollar amount billed to our wholesale customers for each of these services. Next, an overall average UNE rate was calculated by weighting the individual wholesale UNE fees, based on the monthly average number of lines in service during the 2003 calendar year for each of these classes of products. Using this weighting method, an average overall recurring UNE recurring rate of $33.29 was generated. This amount was rounded up to the nearest $5, leading to the $35 fee shown on the fee schedule.

5.　**Maintenance and Repair – UNE-P** - The figures used to derive the penalty amount for the UNE-P M&R measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. The 2 Wire Voice Grade SL-1 Loop with 2 Wire Line Port UNE-P offering was selected as representative of the UNE-P category, since this product represents an average 2 million CLEC lines in service per month region-wide for 2003. For this product, the monthly recurring Zone 1, 2, and 3 (and, in the case of Mississippi, Zone 4) recurring rates were averaged together to create a statewide average recurring rate. Then, a straight average of these prices was used to derive an average region-wide recurring rate billed to our wholesale customers for this service. Using this methodology, an average overall recurring UNE-P fee

of $22.58 was generated. This amount was rounded up to the nearest $5, leading to the $25 fee shown on the fee schedule.

6. **Provisioning – Resale** - The figures used to derive the penalty amount for the resale provisioning measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. For both Resale Residence and Business products, the non-recurring charges billed to a CLEC were added together for each state. Then, a straight average of these non-recurring charges was used to derive an average region-wide non-recurring charge billed to our resale customers for installation of residence and business services. Next, an overall average resale non-recurring charge was calculated by weighting the individual residence and business charges, based on the monthly average number of lines in service during the 2003 calendar year for each of those classes of products. Using this weighting method, the average region-wide resale residence non-recurring charge of $40.01 and the average region-wide resale business non-recurring charge of $60.22 generated an overall non-recurring resale charge of $44.01. This amount was rounded up to the nearest $5, leading to the $45 fee shown on the fee schedule.

7. **Provisioning – UNE** – The figures used to derive the penalty amount for the UNE provisioning measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. Seven of the top volume UNE products offered to our wholesale customers, in terms of average numbers of lines in service per month for the year 2003, were selected to represent the UNE category. These products are:

      i. 2 Wire UVL-SL1
     ii. 2 Wire UVL-SL2
    iii. 2 Wire ISDN Digital Grade Loop
    iv. 2 Wire ADSL Digital + LMU
     v. 4 Wire DS1 Digital Loop
    vi. 2 Wire Copper Loop (Design) Short with LMU
   vii. 2 Wire UCL – Non-design

For each of these products, the non-recurring charges (including the first-line fee and the electronic service order charge) were added together for each state. Then, a straight average of these prices was used to derive an average region-wide non-recurring charge billed to our wholesale customers for each of these services. Next, an overall average UNE non-recurring charge was calculated by weighting the individual wholesale non-recurring UNE charges, based on the monthly average number of lines in service during the 2003 calendar year for each of

these classes of products. Using this weighting method, an average overall non-recurring UNE charge of $92.22 was generated. This amount was rounded up to the nearest $5, leading to the $95 fee shown on the fee schedule.

8. **Provisioning – UNE-P** - The figures used to derive the penalty amount for the UNE-P provisioning measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. The <u>2 Wire Voice Grade SL-1 Loop with 2 Wire Line Port</u> UNE-P offering was selected as representative of the UNE-P category, since this product represents an average 2 million CLEC lines in service per month for the year 2003. For this product, the non-recurring Zone 1, 2, and 3 (and, in the case of Mississippi, Zone 4) charges were averaged together to create a statewide non-recurring charge. Then, a straight average of these charges was used to derive an average region-wide non-recurring charge billed to our wholesale customers for this service. Using this methodology, an average overall non-recurring UNE-P charge of $38.97 was generated. This amount was rounded up to the nearest $5, leading to the $40 fee shown on the fee schedule.

9. **LNP** – There is no charge to CLECs use of LNP that is directly associated with providing LNP. Since this service is associated with providing UNE loops, the same fee that used for the Provisioning – UNE measures - $95 per item - is recommended for the LNP measures.

10. **Billing – BIA** – The fee amount for Billing Invoice Accuracy represents an interest rate of 2% to be paid on the adjusted amounts of affected bills under this measure. The 2% rate is derived from the interest rate charged on late payments made to BellSouth; under the current Access Services tariffs, this amount ranges from 1% to 1.83% per month, across the nine-state BellSouth region. Rounding up the higher of these amounts gives the 2% figure.

11. **Billing – BIT** – The fee amount for Billing Invoice Accuracy is based on 2% * $8,200 per the number of days in the month, divided by 30 days in the month. The value of $8,200 represents the average invoice amount taken from invoices region-wide between March 2003 and August 2003. The result, rounded to the nearest dollar, would be $5.00 per invoice, per day past due.

12. **IC Trunks** – The figures used to derive the penalty amount for the Interconnection Trunks measures are Commission approved rates such as those found in the Statements of Generally Accepted Terms (SGAT) for each of the 9 states in which BellSouth operates. Region-wide, the average installation price per DS0 is $21.60. Rounded up to the nearest $5, the recommended fee is $25.

13. **Collocation** – To derive the recommended Collocation fee, the number of collocation arrangements entered into between June 2002 and March 2003 were totaled by state. The non-recurring charges billed for each of these

arrangements was also totaled by state. Using these two sets of figures, a weighted average collocation fee of $3,640 for the region was calculated.

14.　　**SOA** – Service Order Accuracy is a measure of the accuracy of BellSouth's order processing for partially mechanized orders. Therefore, the same fee that is used ordering metrics - $20 – is used for service order accuracy.

~~Self-Effectuating Enforcement Mechanism Administrative Plan~~ Florida SEEM Administrative Plan

~~Florida Plan~~
Version <u>3.1</u>~~2.7~~

<u>August 18, 2004</u> ~~June 16, 2003~~

Exhibit B

1: Administrative Plan

1 Scope

1.1 This Administrative Plan (Plan) includes Service Quality Measurements ("SQM") with corresponding Self Effectuating Enforcement Mechanisms ("SEEM") to be implemented by BellSouth pursuant to the Order issued by the Florida Public Service Commission (the "Commission") on September 10, 2001 in Docket 000121-TP.

1.2 Upon the Effective Date of this Plan, all appendices referred to in this Plan will be located on the BellSouth Performance Measurement Reports website at: https://pmap.bellsouth.com.

2 Reporting

2.1 In providing services pursuant to the Interconnection Agreements between BellSouth and each CLECALEC, BellSouth will report its performance to each CLECALEC in accordance with BellSouth's SQMs and pay penalties in accordance with the applicable SEEMs, which are posted on the Performance Measurement Reports website.

2.2 BellSouth will make performance reports available to each CLECALEC on a monthly basis. The reports will contain information collected in each performance category and will be available to each CLECALEC via the Performance Measurements Reports website. BellSouth will also provide electronic access to the available raw data underlying the SQMs.

2.3 Final validated SQM reports will be posted no later than the last day of the month following the data month in which the activity is incurred, or the first business day thereafter. Final validated SQM reports not posted by this time will be considered late.

2.4 Final validated SEEM reports will be posted on the Performance Measurements Reports website on the 15th day of the month, following the posting of final validated SQM reports for that data month or the first business day thereafter.

2.5 BellSouth shall pay penalties to the Commission, in the aggregate, for all late SQM reports in the amount of $2000 per day. Such penaltypayment shall be made to the Commission for deposit into the state General Revenue Fund within fifteen (15) calendar days of the end of the reporting month in which the late publication of the report occurs.

2.6   BellSouth shall pay penalties to the Commission, in the aggregate, for all ~~incomplete or inaccurate~~ reposted SQM reports in the amount of $400 per day. The circumstances which may necessitate a reposting of SQM reports are detailed in Appendix G, Reposting of Performance Data and Recalculation of SEEM Payments. Such ~~penalty~~payments shall be made to the Commission for deposit into the state General Revenue Fund within fifteen (15) calendar days of the final publication date of the report or the report revision date.

2.7   Tier II SEEMS payments and Administrative fines and penalties for late, ~~incomplete,~~ and reposted reports will be sent via Federal Express to the Commission. Checks and the accompanying transmittal letter will be postmarked on or before the 15th of the month or the first business day thereafter.

2.8   BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

2.9   ~~BellSouth will provide documentation of late and incomplete occurences during the reporting month that the data is posted to the website. These notations may be viewed on the Performance Measurements website from the P W home page on the Current Month Site Updates link.~~

3   ~~Modification to Measures~~ Review of Measurements and Enforcement Mechanisms

3.1   ~~During the first two years of implementation,~~ BellSouth will participate in ~~six-month~~annual review cycles starting ~~six months after~~one year from the date of the Commission order. A collaborative work group, which will include BellSouth, interested CLEC~~ALEC~~s and the Commission will review the Performance Assessment Plan for additions, deletions or other modifications. ~~After two years from the date of the order, the review cycle may, at the discretion of the Commission, be reduced to an annual review.~~

3.2   ~~BellSouth and the ALEC s shall file any proposed revisions to the SEEM plan one month prior to the beginning of each review period.~~

3.3   ~~From time to time, BellSouth may be ordered by the Florida Public Service Commission to modify or amend the SQMs or SEEMs. Nothing will preclude any party from participating in any proceeding involving BellSouth's SQMs or SEEMs from advocating that those measures be modified.~~

3.2~~4~~   In the event a dispute arises regarding the ordered modification or amendment to the SQMs or SEEMs, the parties will refer the dispute to the Florida Public Service Commission.

4 Enforcement Mechanisms

4.1 Definitions

4.1.1 *Enforcement Measurement Elements* –performance measurements identified as SEEM measurements ~~within the SEEM~~ in this ~~p~~Plan.

4.1.2 *Enforcement Measurement Benchmark* ~~compliance~~ – a ~~competitive~~ level of performance ~~established by the Commission~~ used to evaluate the performance of BellSouth ~~and each~~ for CLEC~~ALEC~~ s where no analogous retail process, product or service is feasible.

4.1.3 *Enforcement Measurement* ~~r~~Retail ~~a~~Analog *compliance* – comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC~~ALEC~~ customer for measures where retail analogs apply.

4.1.4 *Test Statistic and Balancing Critical Value* –means by which enforcement will be determined using statistically valid equations. The Test Statistic and Balancing Critical Value are set forth in Appendix ~~C, incorporated here by this reference~~ D. Statistical Formulas and Technical Description.

4.1.5 *Cell* –grouping of transactions at which like-to-like comparisons are made. For example, all BellSouth retail ~~ISDN~~ (POTS) services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to CLEC~~ALEC~~ resold ~~ISDN~~ services for residential customers, requiring a dispatch, in the same wire center, at a similar point in time. When determining compliance, these cells can have a positive or negative Test Statistic. See Appendix ~~C, incorporated herein by this reference~~ D. Statistical Formulas and Technical Description, attached.

4.1.6 *Delta* –measure of the meaningful difference between BellSouth performance and CLEC~~ALEC~~ performance. For individual CLECs~~ALEC~~ the Delta value shall be ~~determined using Ford's Delta Function as ordered by the Florida Public Service Commission. See Appendix C, incorporated herein by this reference~~ 1.0 and for the CLEC aggregate the Delta value shall be 0.5.

4.1.7 *Tier-1 Enforcement Mechanisms* – self-executing liquidated damages paid directly to each CLEC~~ALEC~~ when BellSouth delivers non-compliant performance of any one of the Tier-1 Enforcement Measurement Elements for any two consecutive months as calculated by BellSouth.

4.1.8 *Tier-2 Enforcement Mechanisms* – assessments paid directly to the Florida Public Service Commission or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures ~~in Tier 2 enforcement measurement elements~~ in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC~~ALEC~~ data as calculated by BellSouth for a particular Tier-2 Enforcement Measurement Element.

4.1.9   ~~*Affiliate* - person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10Percent.~~

Affected Volume – that proportion of the total impacted CLEC volume or CLEC Aggregate volume for which remedies will be paid.

4.1.10 *Parity Gap* – refers to the incremental departure from a compliant-level of service. This is also referred to as "diff" in Appendix D, Statistical Formulas and Technical Description.

4.2   Application

4.2.1   The application of the Tier-1 and Tier-2 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to each CLEC~~ALEC~~.

4.2.2   Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance ~~and the payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be used as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.~~ The payment of any Tier-1 Enforcement Mechanism to a CLEC shall be credited against any liability associated with or related to BellSouth's service performance.

4.2.3   It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLECs will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any assessment imposed by the Commission.

4.2.4   The Enforcement Mechanisms contained in this Plan have been provided by BellSouth on a voluntary basis in order to maintain compliance between BellSouth and each CLEC. As a result, CLECs may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.3   Methodology

4.3.1   Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for each CLEC~~ALEC~~ for the State of Florida for a given Enforcement Measurement Element ~~in a given~~ for two (2) consecutive months. Liquidated damages will be applicable to each of the two months of failure. Enforcement Measurement Compliance is based upon a Test Statistic and Balancing Critical Value calculated by BellSouth utilizing BellSouth generated data. The method of calculation

is set forth in Appendix D, ~~incorporated herein by this reference~~ Statistical Formulas and Technical Description.

4.3.1.1   All OCNs and ACNAs for individual <u>CLEC</u>~~ALEC~~ s will be consolidated for purposes of calculating ~~measure~~<u>transaction</u>-based failures.

4.3.1.2   When a measurement has five or more transactions for the <u>CLEC</u>~~ALEC~~, calculations will be performed to determine remedies according to the methodology described in the remainder of this document.

4.3.1.3   Tier-1 Enforcement Mechanisms apply on a per ~~measurement~~ <u>transaction</u> basis ~~and will escalate based upon the number of consecutive months that~~ <u>for each Enforcement Mechanism Element for which</u> BellSouth has reported non-compliance. <u>All transactions for individual CLECs will be consolidated for purposes of calculating Tier-1 Enforcement Mechanisms.</u>

4.3.1.4   ~~Fee Schedule for Tier-1 Enforcement Mechanisms is shown on the Performance Measurement Reports in Table-1 of Appendix A, incorporated herein by this reference. Failures beyond Month 6 will be subject to Month 6 fees~~

4.3.1.4   <u>The Standard and Low Performance Fee Schedules for Tier-1 Enforcement Mechanisms are shown in "Table 1: Liquidated Damages For Tier-1 Measures". Standard Fee Schedule amounts are used when BellSouth's overall performance in a given month remains within three standard deviations of a baseline performance level. This baseline level is the average of the percent of submetrics met each month for the 12 consecutive months ending prior to the month a Commission order adopting the plan goes into effect. These averages will be taken from across all reporting domains. These domains are: OSS/Pre-ordering, Ordering, Provisioning, Maintenance and Repair, LNP, Billing, Interconnection Trunks, Collocation, and Service Order Accuracy. Failures beyond Month 2 will be subject to Month 2 fees.</u>

4.3.1.5   <u>Should BellSouth's performance as measured by the percent of submetrics met in the current data month fall below three standard deviations from the established baseline level of performance, the Tier 1 Low Performance Fee Schedule fees will be utilized for that month. If BellSouth's performance in the current month should exceed the baseline level by three standard deviations, no Tier 1 payment will apply for any CLEC in that month. Additionally, if BellSouth's performance for a given month triggers the Tier-1 Low Performance Fee Schedule, for the following Tier-2 measures, Tier-1 penalties would also apply: Firm Order Confirmation and Reject Response Completeness, LNP-Percent Out of Service <60 Minutes, LNP-Percent of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date, LNP-Disconnect Timeliness (Non-Trigger), Acknowledgement Message Completeness, and Percent Flow-through Service Request.</u>

4.3.2   Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State <u>of Florida</u> for given Enforcement Measurement Elements for three consecutive months<u>. The</u> ~~based upon the~~ method of calculation <u>is</u> set forth in

Appendix D, incorporated herein by this reference Statistical Formulas and Technical Description.

4.3.2.1   Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC~~ALEC~~ data generated by BellSouth, on a per ~~measurement~~ transaction basis for ~~a particular~~ each Enforcement Mechanism Element for which BellSouth has reported non-compliance.

~~4.3.2.2~~   ~~Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is shown in Table 2 of Appendix A, incorporated herein by this reference. Unlike the method used for other Tier-2 metrics, which imposes payments after results fall below the benchmark for three consecutive months, Tier-2 payments for Flow-Through will be paid each month BellSouth fails to meet the benchmark.~~

4.3.2.2   The Standard and Low Performance Fee Schedules for Tier-2 Enforcement Mechanisms are shown in "Table 2: Liquidated Damages For Tier-2 Measures". Standard Fee Schedule amounts are used when BellSouth's overall performance in a given month remains within three standard deviations of a baseline performance level. The baseline performance level which Tier 2 performance will compare against shall be the same as that utilized for Tier 1. Three consecutive months of failure are necessary to trigger a Tier 2 payment. The percent submetrics met for the average of the three month period compared against the established baseline will be used to determine which Fee Schedule applies when calculating a Tier 2 payment.

4.3.2.3   Should BellSouth's performance, as measured by the average percent of submetrics met for the three months used to determine whether Tier 2 applies in the current data month, fall below three standard deviations from the established basline level of performance, the Tier 2 Low Performance Fee Schedule will be utilized.   If BellSouth's performance, as measured by the average percent of submetrics met for the three months used to determine whether Tier 2 applies in the current data month, exceeds the baseline performance by three standard deviations, no Tier 2 payment will apply in the current data month.

4.4   Payment of Tier-1 and Tier-2 Amounts

4.4.1   If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to a CLEC~~ALEC~~ or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission or its designee, BellSouth shall make payment in the required amount ~~by the 15th day of the second month following the month for which disparate treatment was incurred~~ on the day upon which the final validated SEEM reports are posted on the Performance Measurements Reports website as set forth in Section 2.4 above.

4.4.2   For each day after the due date that BellSouth fails to pay a CLEC~~ALEC~~ the required amount, BellSouth will pay the CLEC~~ALEC~~ 6% simple interest per annum.

4.4.3   For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.4.4   If a ~~CLEC~~ALEC disputes the amount paid for Tier-1 Enforcement Mechanisms, the ~~CLEC~~ALEC shall submit a written claim to BellSouth within sixty (60) days after the ~~payment due~~ date <u>of the performance measurement report for which the obligation arose</u>. BellSouth shall investigate all claims and provide the ~~CLEC~~ALEC written findings within thirty (30) days after receipt of the claim. If BellSouth determines the ~~CLEC~~ALEC is owed additional amounts, BellSouth shall pay the ~~CLEC~~ALEC such additional amounts within thirty (30) days after its findings along with ~~6Percent~~<u>%</u> simple interest per annum. ~~However, the CLEC shall be responsible for all administrative costs associated with resolution of disputes that result in no actual payment. Administrative costs are those reasonable costs incurred in the resolution of the disputed matter. Such costs would include, but not be limited to, postage, travel and lodging, communication expenses, and legal costs. If BellSouth and the CLEC have exhausted good faith negotiations and are still unable to reach a mutually agreeable settlement pertaining to the amount disputed, the Commission will settle the dispute. If Commission intervention is required, a mediated resolution will be pursued.~~

4.4.5   ~~At the end of each calendar year, an independent accounting firm, mutually agreeable to the Florida Public Service Commission and BellSouth, shall certify that all penalties under Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP). These annual audits shall be performed based upon audited data of BellSouth's performance measurements.~~<u>For Tier-2 Enforcement Mechanisms, if the Commission requests clarification of an amount paid, a written claim shall be submitted to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide the Commission written findings within thirty (30) days after receipt of the claim. If BellSouth determines the Commission is owed additional amounts, BellSouth shall pay such additional amounts within thirty (30) days after its findings along with 6% simple interest per annum.</u>

4.4.6   <u>BellSouth may set off any SEEMs payment to a CLEC against undisputed amounts owed by a CLEC to BellSouth pursuant to the Interconnection Agreement between the parties which have not been paid to BellSouth within ninety (90) days past the Bill Due Date as set forth in the Billing Attachment of the Interconnection Agreement.</u>

4.4.7   <u>Any adjustments for underpayment or overpayment of calculated Tier 1 and Tier 2 remedies will be made consistent with the terms of BellSouth's Policy On Reposting Of Performance Data and Recalculation of SEEM Payments, as set forth in Appendix G of this document.</u>

4.4.8   <u>Any adjustments for underpayments will be made in the next month's payment cycle after the recalculation is made. The final current month PARIS reports will reflect the final paid dollars, including adjustments for prior months where applicable. Questions regarding the adjustments should be made in accordance with the normal process used to address CLEC questions related to SEEM payments.</u>

4.5   Limitations of Liability

4.5.1 ~~BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively and absolutely capped at 39Percent of net revenues in Florida, based upon the most recently reported ARMIS data.~~

4.5.~~2~~1 BellSouth will not be ~~responsible for~~ obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance results from a CLECs ~~an ALEC~~ acts or omissions that cause or contribute towards failed or missed performance measures. ~~to be missed or to be missed,~~ These acts or omissions includi~~ng~~e but are not limited to, accumulation and submission of orders at unreasonable quantities or times, failure to follow established and documented procedures, or failure to submit accurate orders or inquiries. BellSouth shall provide each CLEC ~~the ALEC~~ with reasonable notice of such acts or omissions and provide each CLEC ~~the ALEC with~~ any such supporting documentation.

4.5.~~3~~2 ~~BellSouth shall not be obligated for Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by ALEC that was in bad faith.~~

4.5.~~4~~2 BellSouth shall not be obligated ~~for penalties under~~ to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure~~ment~~ if such non-compliance was the result of any of the following: a Force Majeure event (as defined in the most recent version of BellSouth's Standard Interconnection Agreement); an act or omission by a CLEC~~ALEC~~ that is contrary to any of its obligations under the Act, Commission rule, or state law; or an act or omission associated with third-party systems or equipment.

4.5.~~5~~3 In addition to these specific limitations of liability, BellSouth may petition the Commission to consider a waiver based upon other circumstances.

4.6   ~~Affiliate Reporting~~ Change of Law

4.6.1 Upon a particular Commission's issuance of an Order pertaining to Performance Measurements or Remedy Plans in a proceeding expressly applicable to all CLECs, BellSouth shall implement such performance measures and remedy plans covering its performance for the CLECs, as well as any changes to those plans ordered by the Commission, on the date specified by the Commission. If a change of law relieves BellSouth of the obligation to provide any UNE or UNE combination pursuant to Section 251 of the Act, then upon providing the Commission with 30 days written notice, Bellsouth will cease reporting data or paying remedies in accordance with the change of law. Performance Measurements and remedy plans that have been ordered by the Commission can currently be accessed via the Internet at http://pmap.bellsouth.com. Should there be any difference between the performance measure and remedy plans on BellSouth's website and the plans the Commission has approved as filed in compliance with its orders, the Commission-approved compliance plan will supersede as of its effective date.

4.6~~7~~ ~~**Affiliate Reporting**~~ **Enforcement Mechanism Cap**

~~4.7.1~~ ~~BellSouth shall provide monthly results for each metric for each BellSouth ALEC affiliate; however, only the Florida Public Service Commission shall be provided the number of transactions or observations for BellSouth ALEC affiliates. Further, BellSouth shall inform the Commission of any changes regarding non-ALEC affiliates' use of its OSS databases, systems, and interfaces.~~

4.7.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at 36% of net revenue per year for the state of Florida.

4.7.2 If projected payments exceed the state cap, a proportional payment will be made to the respective parties.

4.7.3 If BellSouth's payment of Tier-1 and Tier-2 Enforcement Mechanisms would have exceeded the cap referenced in this plan, a CLEC may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. The CLEC shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.8 **Audits**

4.8.1 BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of SEEM for every CLEC with which it has a contract. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo an audit of its Performance Metrics Quality Assurance Plan (PMQAP) every other year for the next five (5) years (2005-2010) to be conducted by an independent third party. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs expressing their contractual rights. If no party is sharing the costs of this audit, BellSouth may utilize its internal auditing organization to conduct the audit.
2. Should an independent third party auditor be required, it shall be selected by BellSouth, with input from the PSC, if applicable, and the other parties bearing the cost of the audit.
3. Due to the regional nature of the processes used to generate performance metric data, BellSouth will agree to no more than one regional third party audit within its region per year.

4.8.2 These audits are intended to provide the basis for the PSCs and CLECs to determine that SEEM produces accurate data that reflects each State's Order for performance measurements.

4.8.3

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

4.79 Dispute Resolution

4.79.1   Notwithstanding any other provision of the Interconnection Agreement between BellSouth and each CLECALEC, any dispute regarding BellSouth's performance or obligations pursuant to this Plan shall be resolved by the Commission.

4.10 Regional and State Coefficients

Some metrics are calculated for the entire BellSouth region, rather than by state.

- A regional coefficient is calculated to split Tier 1 payments for regional metrics among CLECs by submetric depending on the volume of certain activities in each OCN for the current month.
- A state coefficient is calculated to split Tier 2 payments for regional metrics among states by submetric.

All measures using regional (Tier 1) or state (Tier 2) coefficients are benchmark measures. The following metrics require calculation of a coefficient:

- Acknowledgement Completeness
- Percent Flow Through CLEC Aggregate - Residence
- Percent Flow Through CLEC Aggregate - Business
- Percent Flow Through CLEC Aggregate – UNE Loop & Port Combo
- Percent Flow Through CLEC Aggregate – UNE Loops
- Percent Flow Through CLEC Aggregate - LNP
- Timeliness of Change Management - Notices
- Timeliness of Documents Associated with Change - Documents
- Percent of Software Errors Corrected in X (10, 30, 45) Business Days – Errors Corrected
- Percent Change Requests Accepted or Rejected in 10 Days – Requests Accepted or Rejected
- Percent of Change Request Implemented Within 60 Weeks of Prioritization – Type 4 Requests Implemented
- Percent of Change Request Implemented Within 60 Weeks of Prioritization - Type 5 Requests Implemented
- Interface Availability – Pre-Ordering/Ordering
- Interface Availability – Maintenance & Repair

The methodology for calculating coefficients is detailed in Appendix E.

Appendix A: Fee Schedule

Table 1: Liquidated Damages For Tier-1 Measures

Measure	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Billing	$450	$650	$850	$1,050	$1,250	$1,400
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
IC Trunks	$1,200	$1,650	$2,150	$2,600	$3,100	$3,550
LNP	$1,800	$2,500	$3,200	$3,900	$4,650	$5,350
Maintenance and Repair	$1,200	$1,650	$2,150	$2,600	$3,100	$3,550
Maintenance and Repair UNE	$4,750	$6,650	$8,550	$10,450	$12,350	$14,250
Ordering	$450	$650	$850	$1,050	$1,250	$1,400
Flow Through	$900	$1,300	$1,600	$2,000	$2,300	$2,700
Provisioning	$1,200	$1,650	$2,150	$2,600	$3,100	$3,550
Provisioning UNE (CCC)	$4,750	$6,650	$8,550	$10,450	$12,350	$14,250
Pre-Ordering	$250	$350	$450	$500	$600	$700
Change Management	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000

Performance Measurment	Standard Performance		Low Performance	
	Per Affected Item - Month 1	Per Affected Item - Month 2	Per Affected Item - Month 1	Per Affected Item - Month 2
OSS/Pre-Ordering	$10	$13	$20	$30
Ordering	$20	$25	$40	$50
Provisioning - Resale	$45	$56	$100	$125
Provisioning UNE	$95	$119	$400	$450
Provisioning - UNEP	$40	$50	$400	$450
Maintenance and Repair - Resale	$45	$56	$100	$125
Maintenance and Repair UNE	$35	$44	$400	$450
Maintenance and Repair - UNEP	$25	$31	$400	$450
LNP	$95	$119	$150	$250
Billing – BIA	$0.02*	$0.025*	$1.00	$1.00
Billing – BIT	$5	$7	$10	$14
IC Trunks	$25	$31	$100	$125
Collocation	$3640	$4550	$5000	$5000
Service Order Accuracy	$20	$25	$50	$50

*Reflects percent interest to be paid on adjusted amounts.

Table 2: Liquidated Damages For Tier-2 Measures

Measure	Payment
Billing	$700
Collocation	$15,000
IC Trunks	$5,950
LNP	$5,950
Maintenance and Repair	$3,550
Maintenance and Repair UNE	$10,400
Ordering	$700
Flow Through	$1,400
Provisioning	$3,550
Provisioning UNE (CCC)	$10,400
Pre-Ordering	$250
Change Management	$1,000
Service Order Accuracy	$50

Performance Measurment	Standard Performance Per Affected Item	Low Performance Per Affected Item
OSS/Pre-Ordering	$15	$20
Ordering	$30	$60
Provisioning - Resale	$68	$300
Provisioning - UNE	$143	$875
Provisioning - UNEP	$60	$875
Maintenance and Repair - Resale	$68	$300
Maintenance and Repair – UNE	$53	$875
Maintenance and Repair - UNEP	$38	$875
Billing – BIA	$0.03*	
Billing – BIT	$8	$16
LNP	$143	$500
IC Trunks	$38	$500
Collocation	$5460	$15,000
Change Management	$1000	$1000
Service Order Accuracy	$30	$50

*Reflects percent interest to be paid on adjusted amounts.

Appendix B: SEEM Submetrics

B.1   Tier 1 Submetrics

Table B-1 contains a list of Tier 1 submetrics.

Table B-1: Tier 1 Submetrics

Item No.	Item No.	SQM Ref	Submetric
1	56	BIA	B-1 Invoice Accuracy Interconnection
2			B-1 Invoice Accuracy Resale
3			B-1 Invoice Accuracy UNE
4	57	BIT	B-2 Mean Time to Deliver Invoices – CRIS
5	58		B-2 Mean Time to Deliver Invoices – CABS
6			B-3 Usage Data Delivery Accuracy - CLEC State
7			B-10: Percent Billing Errors Corrected in "X" Business Days - State [a] [a]Note: In order to set an appropriate penalty provision, staff recommended deferring implementation of the penalty until conclusion of the commission proceeding on the remedy structure of the SEEM Plan, or 120 days, whichever comes first.
8	60	PMDD	C-3 Collocation Percent of Due Dates Missed Physical Caged – Augment
9			C-3 Collocation Percent of Due Dates Missed Physical Caged – Initial
10			C-3 Collocation Percent of Due Dates Missed Physical Cageless – Augment
11			C-3 Collocation Percent of Due Dates Missed Physical Cageless – Initial
12			C-3 Collocation Percent of Due Dates Missed – State
13			C-3 Collocation Percent of Due Dates Missed Virtual – Augment
14			C-3 Collocation Percent of Due Dates Missed Virtual – Initial
15	35	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - 2 w Analog Loop Design - Resale (POTS)
16			MR-1 Percent Missed Repair Appointments Dispatch - 2 w Analog Loop Non-Design
17	37	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale Business - UNE Loops
18			MR-1 Percent Missed Repair Appointments Dispatch - Resale Centrex
19	36	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale Design
20	40	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale ISDN - UNE Line Splitting
21			MR-1 Percent Missed Repair Appointments Dispatch - Local Transport
22	41	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Local Interconnection Trunks
23			MR-1 Percent Missed Repair Appointments Dispatch - Resale PBX
24			MR-1 Percent Missed Repair Appointments Dispatch - Resale Residence

25			MR-1 Percent Missed Repair Appointments Dispatch - UNE Combo Other
26			MR-1 Percent Missed Repair Appointments Dispatch - UNE Digital Loop ≥ DS1
27			MR-1 Percent Missed Repair Appointments Dispatch - UNE Digital Loop < DS1
28			MR-1 Percent Missed Repair Appointments Dispatch - UNE ISDN (includes UDC)
29	38	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - UNE Loop and Port Combeinations
30			MR-1 Percent Missed Repair Appointments Dispatch - UNE Line Sharing
31			MR-1 Percent Missed Repair Appointments Dispatch - UNE Switch ports
32	39	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - UNE xDSL (ADSL, HDSL, UCL)
33			MR-1 Percent Missed Repair Appointments Dispatch - UNE Other - Design
34			MR-1 Percent Missed Repair Appointments Dispatch - UNE Other - Non Design
35			MR-1 Percent Missed Repair Appointments Non Dispatch - 2 w Analog Loop Design
36			MR-1 Percent Missed Repair Appointments Non Dispatch - 2 w Analog Loop Non-Design
37			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Business
38			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Centrex
39			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Design
40			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale ISDN
41			MR-1 Percent Missed Repair Appointments Non Dispatch - Local Transport
42			MR-1 Percent Missed Repair Appointments Non Dispatch - Local Interconnection Trunks
43			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale PBX
44			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Residence
45			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Combo Other
46			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Digital Loop ≥ DS1
47			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Digital Loop < DS1
48			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE ISDN (includes UDC)
49			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Loop and Port Combo
50			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Line Sharing
51			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Switch ports
52			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
53			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Other - Design
54			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Other - Non Design
55			MR-2 Customer Trouble Report Rate - 2 w Analog Loop Design
56			MR-2 Customer Trouble Report Rate - 2 w Analog Loop Non-Design
57			MR-2 Customer Trouble Report Rate - Resale Business
58			MR-2 Customer Trouble Report Rate - Resale Centrex
59			MR-2 Customer Trouble Report Rate - Resale Design
60			MR-2 Customer Trouble Report Rate - Resale ISDN
61			MR-2 Customer Trouble Report Rate - Local Transport

62			MR-2 Customer Trouble Report Rate - Local Interconnection Trunks
63			MR-2 Customer Trouble Report Rate - Resale PBX
64			MR-2 Customer Trouble Report Rate - Resale Residence
65			MR-2 Customer Trouble Report Rate - UNE Combo Other
66			MR-2 Customer Trouble Report Rate - UNE Digital Loop DS1
67			MR-2 Customer Trouble Report Rate - UNE Digital Loop < DS1
68			MR-2 Customer Trouble Report Rate - UNE ISDN (includes UDC)
69			MR-2 Customer Trouble Report Rate - UNE Loop and Port Combo
			MR-2 Customer Trouble Report Rate - UNE Line Sharing
71			MR-2 Customer Trouble Report Rate - UNE Switch ports
72			MR-2 Customer Trouble Report Rate - UNE xDSL (ADSL, HDSL, UCL)
73			MR-2 Customer Trouble Report Rate - UNE Other - Design
74			MR-2 Customer Trouble Report Rate - UNE Other - Non Design
75	42	MAD	MR-3 Maintenance Average Duration Dispatch - 2 w Analog Loop Design - Resale (POTS)
76			MR-3 Maintenance Average Duration Dispatch - 2 w Analog Loop Non-Design
77	44	MAD	MR-3 Maintenance Average Duration Dispatch - Resale Business - UNE Loops
78			MR-3 Maintenance Average Duration Dispatch - Resale Centrex
79	43	MAD	MR-3 Maintenance Average Duration Dispatch - Resale Design
80	47	MAD	MR-3 Maintenance Average Duration Dispatch - Resale ISDN - UNE Line Splitting
81			MR-3 Maintenance Average Duration Dispatch - Local Transport
82	48	MAD	MR-3 Maintenance Average Duration Dispatch - Local Interconnection Trunks
83			MR-3 Maintenance Average Duration Dispatch - Resale PBX
84			MR-3 Maintenance Average Duration Dispatch - Resale Residence
85			MR-3 Maintenance Average Duration Dispatch - UNE Combo Other
86			MR-3 Maintenance Average Duration Dispatch - UNE Digital Loop DS1
87			MR-3 Maintenance Average Duration Dispatch - UNE Digital Loop < DS1
88			MR-3 Maintenance Average Duration Dispatch - UNE ISDN (includes UDC)
89	45	MAD	MR-3 Maintenance Average Duration Dispatch - UNE Loop and Port Combeinations
90			MR-3 Maintenance Average Duration Dispatch - UNE Line Sharing
91			MR-3 Maintenance Average Duration Dispatch - UNE Switch ports
92	46	MAD	MR-3 Maintenance Average Duration Dispatch - UNE xDSL (ADSL, HDSL, UCL)
93			MR-3 Maintenance Average Duration Dispatch - UNE Other - Design
94			MR-3 Maintenance Average Duration Dispatch - UNE Other - Non Design
95			MR-3 Maintenance Average Duration Non Dispatch - 2 w Analog Loop Design
96			MR-3 Maintenance Average Duration Non Dispatch - 2 w Analog Loop Non-Design
97			MR-3 Maintenance Average Duration Non Dispatch - Resale Business
99			MR-3 Maintenance Average Duration Non Dispatch - Resale Design

100			MR-3 Maintenance Average Duration Non Dispatch - Resale ISDN
101			MR-3 Maintenance Average Duration Non Dispatch - Local Transport
102			MR-3 Maintenance Average Duration Non Dispatch - Local Interconnection Trunks
103			MR-3 Maintenance Average Duration Non Dispatch - Resale PBX
104			MR-3 Maintenance Average Duration Non Dispatch - Resale Residence
105			MR-3 Maintenance Average Duration Non Dispatch - UNE Combo Other
106			MR-3 Maintenance Average Duration Non Dispatch - UNE Digital Loop - DS1
107			MR-3 Maintenance Average Duration Non Dispatch - UNE Digital Loop < DS1
108			MR-3 Maintenance Average Duration Non Dispatch - UNE ISDN (includes UDC)
109			MR-3 Maintenance Average Duration Non Dispatch - UNE Loop and Port Combo
110			MR-3 Maintenance Average Duration Non Dispatch - UNE Line Sharing
111			MR-3 Maintenance Average Duration Non Dispatch - UNE Switch ports
112			MR-3 Maintenance Average Duration Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
113			MR-3 Maintenance Average Duration Non Dispatch - UNE Other - Design
114			MR-3 Maintenance Average Duration Non Dispatch - UNE Other - Non Design
115	49	PRT	MR-4 **P**ercent Repeat Customer Troubles within 30 Days Dispatch - 2 w Analog Loop Design - Resale (POTS)
116	51	PRT	MR-4 **P**ercent Repeat Customer Troubles within 30 Days Dispatch - 2 w Analog Loop Non-Design - UNE Loops
117	54	PRT	MR-4 **P**ercent Repeat Customer Troubles within 30 Days Dispatch - Resale Business - UNE Line Splitting
118			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale Centrex
119	50	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - Resale Design
120			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale ISDN
121			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Local Transport
122	55	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - Local Interconnection Trunks
123			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale PBX
124			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale Residence
125			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Combo Other
126			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Digital Loop - DS1
127			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Digital Loop < DS1
128			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE ISDN (includes UDC)
129	52	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - UNE Loop and Port Comboinations
130			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Line Sharing
131			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Switch ports
132	53	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - UNE xDSL (ADSL, HDSL, UCL)
133			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Other - Design
134			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Other - Non Design
135			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - 2 w Analog Loop Design

136			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - 2 w Analog Loop Non-Design
137			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Business
138			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Centrex
139			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Design
140			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale ISDN
141			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Local Transport
142			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Local Interconnection Trunks
143			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale PBX
144			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Residence
145			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Combo Other
146			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Digital Loop DS1
147			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Digital Loop < DS1
148			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE ISDN (includes UDC)
149			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Loop and Port Combo
150			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Line Sharing
151			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Switch ports
152			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
153			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Other - Design
154			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Other - Non Design
155			MR-5 Out of Service (OOS) > 24 hours Dispatch - 2 w Analog Loop Design
156			MR-5 Out of Service (OOS) > 24 hours Dispatch - 2 w Analog Loop Non-Design
157			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Business
158			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Centrex
159			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Design
160			MR-5 Out of Service (OOS) > 24 hours Dispatch Resale ISDN
161			MR-5 Out of Service (OOS) > 24 hours Dispatch - Local Transport
162			MR-5 Out of Service (OOS) > 24 hours Dispatch - Local Interconnection Trunks
163			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale PBX
164			MR-5 Out of Service (OOS) > 24 hours Dispatch Resale Residence
165			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Combo Other
166			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Digital Loop DS1
167			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Digital Loop < DS1
168			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE ISDN (includes UDC)
169			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Loop and Port Combo
170			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Line Sharing
171			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Switch ports
172			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE xDSL (ADSL, HDSL, UCL)

173			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Other - Design
174			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Other - Non Design
175			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - 2 w Analog Loop Design
176			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - 2 w Analog Loop Non-Design
177			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Business
178			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Centrex
179			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Design
180			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale ISDN
181			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Local Transport
182			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Local Interconnection Trunks
183			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale PBX
184			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Residence
185			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Combo Other
186			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Digital Loop - DS1
187			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Digital Loop < DS1
188			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE ISDN (includes UDC)
189			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Loop and Port Combo
190			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Line Sharing
191			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Switch ports
192			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE xDSL (ADSL, HDSL, UCL)
193			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE Other - Design
194			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE Other - Non Design
195			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop Design
196			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/LNP Design
197			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/LNP Non Design
198			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop Non Design
199			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/INP Design
200			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/INP Non Design
201			O-11 FOC & Reject Completeness Fully Mechanized Resale Business
202			O-11 FOC & Reject Completeness Fully Mechanized Resale Centrex
203			O-11 FOC & Reject Completeness Fully Mechanized Resale Design (Special)
204			O-11 FOC & Reject Completeness Fully Mechanized EEL's
205			O-11 FOC & Reject Completeness Fully Mechanized Resale ISDN
206			O-11 FOC & Reject Completeness Fully Mechanized UNE Line Splitting
207			O-11 FOC & Reject Completeness Fully Mechanized Local Interoffice Transport
208			O-11 FOC & Reject Completeness Local Interconnection Trunks
209			O-11 FOC & Reject Completeness Fully Mechanized LNP Standalone

210			O-11 FOC & Reject Completeness Fully Mechanized INP Standalone
211			O-11 FOC & Reject Completeness Fully Mechanized Line Sharing
212			O-11 FOC & Reject Completeness Fully Mechanized Resale PBX
213			O-11 FOC & Reject Completeness Fully Mechanized Resale Residence
214			O-11 FOC & Reject Completeness Fully Mechanized Switch Ports
215			O-11 FOC & Reject Completeness Fully Mechanized UNE Combo Other
216			O-11 FOC & Reject Completeness Fully Mechanized UNE Digital Loop DS1
217			O-11 FOC & Reject Completeness Fully Mechanized UNE Digital Loop <DS1
218			O-11 FOC & Reject Completeness Fully Mechanized UNE ISDN Loop
219			O-11 FOC & Reject Completeness Fully Mechanized UNE Loop + Port Combos
220			O-11 FOC & Reject Completeness Fully Mechanized UNE Other Design
221			O-11 FOC & Reject Completeness Fully Mechanized UNE Other Non Design
222			O-11 FOC & Reject Completeness Fully Mechanized UNE xDSL (ADSL, HDSL, UC)
223			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop Design
224			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/LNP Design
225			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/LNP Non Design
226			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop Non Design
227			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/INP Design
228			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/INP Non Design
229			O-11 FOC & Reject Completeness Non Mechanized Resale Business
230			O-11 FOC & Reject Completeness Non Mechanized Resale Centrex
231			O-11 FOC & Reject Completeness Non Mechanized Resale Design (Special)
232			O-11 FOC & Reject Completeness Non Mechanized EEL's
233			O-11 FOC & Reject Completeness Non Mechanized Resale ISDN
234			O-11 FOC & Reject Completeness Non Mechanized UNE Line Splitting
235			O-11 FOC & Reject Completeness Non Mechanized Local Interoffice Transport
236			O-11 FOC & Reject Completeness Non Mechanized LNP Standalone
237			O-11 FOC & Reject Completeness Non Mechanized INP Standalone
238			O-11 FOC & Reject Completeness Non Mechanized Line Sharing
239			O-11 FOC & Reject Completeness Non Mechanized Resale PBX
240			O-11 FOC & Reject Completeness Non Mechanized Resale Residence
241			O-11 FOC & Reject Completeness Non Mechanized Switch Ports
242			O-11 FOC & Reject Completeness Non Mechanized UNE Combo Other
243			O-11 FOC & Reject Completeness Non Mechanized UNE Digital Loop DS1
244			O-11 FOC & Reject Completeness Non Mechanized UNE Digital Loop <DS1
245			O-11 FOC & Reject Completeness Non Mechanized UNE ISDN Loop
246			O-11 FOC & Reject Completeness Non Mechanized UNE Loop + Port Combos

247			O-11 FOC & Reject Completeness Non Mechanized UNE Other Design
248			O-11 FOC & Reject Completeness Non Mechanized UNE Other Non Design
249			O-11 FOC & Reject Completeness Non Mechanized UNE xDSL (ADSL, HDSL, UC)
250			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop Design
251			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/LNP Design
252			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/LNP Non Design
253			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop Non Design
254			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/INP Design
255			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/INP Non Design
256			O-11 FOC & Reject Completeness Partially Mechanized Resale Business
257			O-11 FOC & Reject Completeness Partially Mechanized Resale Centrex
258			O-11 FOC & Reject Completeness Partially Mechanized Resale Design (Special)
259			O-11 FOC & Reject Completeness Partially Mechanized EEL's
260			O-11 FOC & Reject Completeness Partially Mechanized Resale ISDN
261			O-11 FOC & Reject Completeness Partially Mechanized UNE Line Splitting
262			O-11 FOC & Reject Completeness Partially Mechanized Local Interoffice Transport
263			O-11 FOC & Reject Completeness Partially Mechanized LNP Standalone
264			O-11 FOC & Reject Completeness Partially Mechanized INP Standalone
265			O-11 FOC & Reject Completeness Partially Mechanized Line Sharing
266			O-11 FOC & Reject Completeness Partially Mechanized Resale PBX
267			O-11 FOC & Reject Completeness Partially Mechanized Resale Residence
268			O-11 FOC & Reject Completeness Partially Mechanized Switch Ports
269			O-11 FOC & Reject Completeness Partially Mechanized UNE Combo Other
270			O-11 FOC & Reject Completeness Partially Mechanized UNE Digital Loop DS1
271			O-11 FOC & Reject Completeness Partially Mechanized UNE Digital Loop <DS1
272			O-11 FOC & Reject Completeness Partially Mechanized UNE ISDN Loop
273			O-11 FOC & Reject Completeness Partially Mechanized UNE Loop + Port Combos
274			O-11 FOC & Reject Completeness Partially Mechanized UNE Other Design
275			O-11 FOC & Reject Completeness Partially Mechanized UNE Other Non Design
276			O-11 FOC & Reject Completeness Partially Mechanized UNE xDSL (ADSL, HDSL, UC)
277			O-1 Acknowledgement Message Timeliness (Electronically) - EDI
278			O-1 Acknowledgement Message Timeliness (Electronically) - TAG
279			O-2 Acknowledgement Message Completeness - EDI Fully Mechanized
280			O-2 Acknowledgement Message Completeness - TAG Fully Mechanized
281			O-4 Percent flow-through Service Requests (Detail) Business
282			O-4 Percent flow-through Service Requests (Detail) LNP
283			O-4 Percent flow-through Service Requests (Detail) Residence

284			O-4 Percent flow-through Service Requests (Detail) UNE Loops
285			O-4 Percent flow-through Service Requests (Detail) UNE-P
286	2	RI	O-8 Reject Interval - Fully Mechanized 2W Analog Loop Design
287			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/LNP Design
288			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/LNP Non Design
289			O-8 Reject Interval Fully Mechanized 2W Analog Loop Non Design
290			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/INP Design
291			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/INP Non Design
292			O-8 Reject Interval Fully Mechanized Resale Business
293			O-8 Reject Interval Fully Mechanized Resale Centrex
294			O-8 Reject Interval Fully Mechanized Resale Design (Special)
295			O-8 Reject Interval Fully Mechanized EELs
296			O-8 Reject Interval Fully Mechanized Resale ISDN
297			O-8 Reject Interval Fully Mechanized UNE Line Splitting
298			O-8 Reject Interval Fully Mechanized Local Interoffice Transport
299			O-8 Reject Interval Local Interconnection Trunks
300			O-8 Reject Interval Fully Mechanized LNP Standalone
301			O-8 Reject Interval Fully Mechanized INP Standalone
302			O-8 Reject Interval Fully Mechanized Line Sharing
303			O-8 Reject Interval Fully Mechanized Resale PBX
304			O-8 Reject Interval Fully Mechanized Resale Residence
305			O-8 Reject Interval Fully Mechanized Switch Ports
306			O-8 Reject Interval Fully Mechanized UNE Combo Other
307			O-8 Reject Interval Fully Mechanized UNE Digital Loop DS1
308			O-8 Reject Interval Fully Mechanized UNE Digital Loop <DS1
309			O-8 Reject Interval Fully Mechanized UNE ISDN Loop
310			O-8 Reject Interval Fully Mechanized UNE Loop + Port Combos
311			O-8 Reject Interval Fully Mechanized UNE Other Design
312			O-8 Reject Interval Fully Mechanized UNE Other Non Design
313			O-8 Reject Interval Fully Mechanized UNE xDSL (ADSL, HDSL, UC)
314			O-8 Reject Interval - Non Mechanized 2W Analog Loop Design
315			O-8 Reject Interval Non Mechanized 2W Analog Loop w/LNP Design
316			O-8 Reject Interval Non Mechanized 2W Analog Loop w/LNP Non Design
317			O-8 Reject Interval Non Mechanized 2W Analog Loop Non Design
318			O-8 Reject Interval Non Mechanized 2W Analog Loop w/INP Design
319			O-8 Reject Interval Non Mechanized 2W Analog Loop w/INP Non Design
320			O-8 Reject Interval Non Mechanized Resale Business

321			O-8 Reject Interval Non Mechanized Resale Centrex
322			O-8 Reject Interval Non Mechanized Resale Design (Special)
323			O-8 Reject Interval Non Mechanized EELs
324			O-8 Reject Interval Non Mechanized Resale ISDN
325			O-8 Reject Interval Non Mechanized UNE Line Splitting
326			O-8 Reject Interval Non Mechanized Local Interoffice Transport
327			O-8 Reject Interval Non Mechanized LNP Standalone
328			O-8 Reject Interval Non Mechanized INP Standalone
329			O-8 Reject Interval Non Mechanized Line Sharing
330			O-8 Reject Interval Non Mechanized Resale PBX
331			O-8 Reject Interval Non Mechanized Resale Residence
332			O-8 Reject Interval Non Mechanized Switch Ports
333			O-8 Reject Interval Non Mechanized UNE Combo Other
334			O-8 Reject Interval Non Mechanized UNE Digital Loop DS1
335			O-8 Reject Interval Non Mechanized UNE Digital Loop <DS1
336			O-8 Reject Interval Non Mechanized UNE ISDN Loop
337			O-8 Reject Interval Non Mechanized UNE Loop + Port Combos
338			O-8 Reject Interval Non Mechanized UNE Other Design
339			O-8 Reject Interval Non Mechanized UNE Other Non Design
340			O-8 Reject Interval Non Mechanized UNE xDSL (ADSL, HDSL, UC)
341			O-8 Reject Interval – Partially Mechanized 2W Analog Loop Design
342			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/LNP Design
343			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/LNP Non Design
344			O-8 Reject Interval Partially Mechanized 2W Analog Loop Non Design
345			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/INP Design
346			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/INP Non Design
347			O-8 Reject Interval Partially Mechanized Resale Business
348			O-8 Reject Interval Partially Mechanized Resale Centrex
349			O-8 Reject Interval Partially Mechanized Resale Design (Special)
350			O-8 Reject Interval Partially Mechanized EEL's
351			O-8 Reject Interval Partially Mechanized Resale ISDN
352			O-8 Reject Interval Partially Mechanized UNE Line Splitting
353			O-8 Reject Interval Partially Mechanized Local Interoffice Transport
354			O-8 Reject Interval Partially Mechanized LNP Standalone
355			O-8 Reject Interval Partially Mechanized INP Standalone
356			O-8 Reject Interval Partially Mechanized Line Sharing
357			O-8 Reject Interval Partially Mechanized Resale PBX

358			O-8 Reject Interval Partially Mechanized Resale Residence
359			O-8 Reject Interval Partially Mechanized Switch Ports
360			O-8 Reject Interval Partially Mechanized UNE Combo Other
361			O-8 Reject Interval Partially Mechanized UNE Digital Loop DS1
362			O-8 Reject Interval Partially Mechanized UNE Digital Loop <DS1
363			O-8 Reject Interval Partially Mechanized UNE ISDN Loop
364			O-8 Reject Interval Partially Mechanized UNE Loop + Port Combos
365			O-8 Reject Interval Partially Mechanized UNE Other Design
366			O-8 Reject Interval Partially Mechanized UNE Other Non Design
367			O-8 Reject Interval Partially Mechanized UNE xDSL (ADSL, HDSL, UC)
368			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop Design
369			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/LNP Design
370			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/LNP Non Design
371			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop Non Design
372			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/INP Design
373			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/INP Non Design
374			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Business
375			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Centrex
376			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Design (Special)
377			O-9 Firm Order Confirmation Timeliness Fully Mechanized - EELs
378			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale ISDN
379			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Line Splitting
380			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Local Interoffice Transport
381			O-9 Firm Order Confirmation Timeliness - Local Interconnection Trunks
382			O-9 Firm Order Confirmation Timeliness Fully Mechanized - LNP Standalone
383			O-9 Firm Order Confirmation Timeliness Fully Mechanized - INP Standalone
384			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Line Sharing
385			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale PBX
386			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Residence
387			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Switch Ports
388			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Combo Other
389			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Digital Loop DS1
390			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Digital Loop <DS1
391			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE ISDN Loop
392			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Loop + Port Combos
393			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Other Design
394			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Other Non Design

395			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE xDSL (ADSL, HDSL, UC)
396			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop Design
397			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/LNP Design
398			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/LNP Non Design
399			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop Non Design
400			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/INP Design
401			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/INP Non Design
402			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Business
403			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Centrex
404			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Design (Special)
405			O-9 Firm Order Confirmation Timeliness Non Mechanized - EELs
406			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale ISDN
407			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Line Splitting
408			O-9 Firm Order Confirmation Timeliness Non Mechanized Local Interoffice Transport
409			O-9 Firm Order Confirmation Timeliness Non Mechanized LNP Standalone
410			O-9 Firm Order Confirmation Timeliness Non Mechanized INP Standalone
411			O-9 Firm Order Confirmation Timeliness Non Mechanized Line Sharing
412			O-9 Firm Order Confirmation Timeliness Non Mechanized Resale PBX
413			O-9 Firm Order Confirmation Timeliness Non Mechanized Resale Residence
414			O-9 Firm Order Confirmation Timeliness Non Mechanized Switch Ports
415			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Combo Other
416			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Digital Loop DS1
417			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Digital Loop <DS1
418			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE ISDN Loop
419			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Loop + Port Combos
420			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Other Design
421			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Other Non Design
422			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE xDSL (ADSL, HDSL, UC)
423			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop Design
424			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/LNP Design
425			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/LNP Non Design
426			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop Non Design
427			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/INP Design
428			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/INP Non Design
429			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Business
430			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Centrex
431			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Design (Special)

432			O-9 Firm Order Confirmation Timeliness Partially Mechanized EELs
433			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale ISDN
434			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Line Splitting
435			O-9 Firm Order Confirmation Timeliness Partially Mechanized Local Interoffice Transport
436			O-9 Firm Order Confirmation Timeliness Partially Mechanized LNP Standalone
437			O-9 Firm Order Confirmation Timeliness Partially Mechanized INP Standalone
438			O-9 Firm Order Confirmation Timeliness Partially Mechanized Line Sharing
439			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale PBX
440			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Residence
441			O-9 Firm Order Confirmation Timeliness Partially Mechanized Switch Ports
442			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Combo Other
443			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Digital Loop DS1
444			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Digital Loop <DS1
445			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE ISDN Loop
446			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Loop + Port Combos
447			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Other Design
448			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Other Non Design
449			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE xDSL (ADSL, HDSL, UC)
450			PO-1 Loop Makeup - Average Response Time - Manual
451	1	ERT	PO-2 Loop Makeup - Average Response Time - Electronic
452	3	PIAM	P-3 Percent Missed Installation Appointments Percent Installation Appointments Met Dispatch 10 Resale Residence - Resale (POTS)
453			P-3 Percent Missed Installation Appointments Dispatch 10 - Resale Business
454	4	PIAM	P-3 **Percent M**issed Installation Appointments Percent Installation Appointments Met Dispatch 10 Resale Design
455	6	PIAM	P-3 Percent Missed Installation Appointments Percent Installation Appointments Met Resale PBX - UNE Loops
456	7	PIAM	P-3 Percent Missed Installation Appointments Percent Installation Appointments Met Dispatch 10 Resale Centrex - UNE Loop and Port Combinations
457			P-3 Percent Missed Installation Appointments Dispatch 10 - Resale ISDN
458	5	PIAM	P-3 Percent Missed Installation Appointments Percent Installation Appointments Met Dispatch 10 LNP Standalone
459			P-3 Percent Missed Installation Appointments Dispatch 10 - INP Standalone
460			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop Design
461			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop Non-Design
462			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/LNP Design
463			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/LNP Non Design
464			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/INP Design
465			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/INP Non Design
466			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Digital Loop < DS1

No.			Metric
467			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Digital Loop DS1
468			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Switch ports
469			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Combo Other
470	8	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch ≤ 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
471			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
472			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE ISDN (includes UDC)
473			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Line Sharing With Conditioning
474			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Line Sharing Without Conditioning
475			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Local Transport
476	9	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch ≤ 10 - UNE Line Splitting With Conditioning
477			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Line Splitting Without Conditioning
478			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE UDC/IDSL
479			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Other Design
480			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - UNE Other Non Design
481			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - EELs
482			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale Residence
483			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale Business
484			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale Design
485			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale PBX
486			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale Centrex
487			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - Resale ISDN
488			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - LNP Standalone
489			P-3 Percent Missed Installation Appointments Dispatch ≤ 10 - INP Standalone
490			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop Design
491			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop Non-Design
492			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/LNP Design
493			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
494			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/INP Design
495			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/INP Non Design
496			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Digital Loop < DS1
497			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Digital Loop DS1
498			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Switch ports
499			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Combo Other

500			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
501			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
502			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE ISDN (includes UDC)
503			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Sharing With Conditioning
504			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Sharing Without Conditioning
505			P-3 Percent Missed Installation Appointments Dispatch < 10 - Local Transport
506			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Splitting With Conditioning
507			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Splitting Without Conditioning
508			**P-3 Percent Missed Installation Appointments Dispatch ⊓ 10 - UNE UDC/IDSL**
509			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Other Design
510			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Other Non Design
511			P-3 Percent Missed Installation Appointments Dispatch < 10 - EELs
512			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Residence
513			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Business
514			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Design
515			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale PBX
516			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Centrex
517			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale ISDN
518			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - LNP Standalone
519			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - INP Standalone
520			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop Design
521			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop Non-Design
522			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
523			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
524			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/INP Design
525			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
526			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Digital Loop < DS1
527			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Digital Loop DS1
528			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Switch ports
529			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Combo Other
530			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
531			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning

532			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE ISDN (includes UDC)
533			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Sharing With Conditioning
534			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Sharing With Conditioning
535			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Local Transport
536			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Splitting With Conditioning
537			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Splitting Without Conditioning
538			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE UDC/IDSL
539			P-3 Percent Missed Installation Appointments Non-Dispatch 10 UNE Other Design
540			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Other Non Design
541			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - EELs
542			P-3 Percent Missed Installation Appointments Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo
543			P-3 Percent Missed Installation Appointments Non-Dispatch Switch Based 10 - UNE Loop and Port Combo
544			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Residence
545			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Business
546			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Design
547			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale PBX
548			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Centrex
549			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale ISDN
550			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - LNP Standalone
551			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - INP Standalone
552			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop Design
553			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop Non-Design
554			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design
555			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
556			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/INP Design
557			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design
558			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Digital Loop < DS1
559			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Digital Loop DS1
560			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Switch ports
561			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Combo Other
562			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
563			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
564			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE ISDN (includes UDC)

565			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Sharing With Conditioning
566			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Sharing Without Conditioning
567			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Local Transport
568			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Splitting With Conditioning
569			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Splitting Without Conditioning
570			P-3 Percent Missed Installation Appointments Non-Dispatch □ 10 - UNE UDC/IDSL
571			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Other Design
572			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Other Non Design
573			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - EELs
574			P-3 Percent Missed Installation Appointments Non-Dispatch Dispatch in < 10 - UNE Loop and Port Combo
575			P-3 Percent Missed Installation Appointments Non-Dispatch Switch Based < 10 - UNE Loop and Port Combo
576	10	PIAM	P-3 Percent Missed Installation Appointments Percent Installation Appointments Met - Local Interconnection Trunks
	11	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - Resale (POTS)
	12	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - Resale Design
	13	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - LNP (Standalone)
	14	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Loops
	15	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Loop and Port Combinations
	16	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE EELs
	17	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE xDSL - With Conditioning
	18	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE xDSL – Without Conditioning
	19	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Line Splitting – with conditioning
	20	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Line Splitting – without conditioning
	21	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) – Local Interconnection Trunks
	23	CNDD	Non-Coordinated Customer Conversions - Percent Completed and Notified on Due Date
577			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Residence
578			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Business
579			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Design
580			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale PBX

581			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Centrex
582			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale ISDN
583			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - LNP Standalone
584			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - INP Standalone
585			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop Design
586			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop Non-Design
587			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/LNP Design
588			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/LNP Non-Design
589			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/INP Design
590			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/INP Non Design
591			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Digital Loop < DS1
592			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Digital Loop DS1
593			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Switch ports
594			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Combo Other
595			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
596			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
597			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE ISDN (includes UDC)
598			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Sharing With Conditioning
599			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Sharing Without Conditioning
600			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Local Transport
601			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Splitting With Conditioning

602			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Splitting Without Conditioning
603			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE UDC/IDSL
604			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 UNE Other Design
605			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Other Non Design
606			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 EELs
607			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Residence
608			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Business
609			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Design
610			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale PBX
611			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Centrex
612			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale ISDN
613			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - LNP Standalone
614			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - INP Standalone
615			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop Design
616			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop Non-Design
617			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/LNP Design
618			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
619			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/INP Design
620			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/INP Non Design
621			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Digital Loop < DS1
622			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Digital Loop DS1

623			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Switch ports
624			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Combo Other
625			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
626			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
627			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE ISDN (includes UDC)
628			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Sharing With Conditioning
629			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Sharing Without Conditioning
630			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Local Transport
631			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Splitting With Conditioning
632			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Splitting Without Conditioning
633			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch ≥ 10 - UNE UDC/IDSL
634			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Other Design
635			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Other Non Design
636			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - EELs
637			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Residence
638			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Business
639			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Design
640			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale PBX
641			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Centrex
642			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale ISDN
643			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - LNP Standalone

644			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - INP Standalone
645			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop Design
646			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop Non-Design
647			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
648			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
649			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/INP Design
650			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
651			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Digital Loop < DS1
652			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Digital Loop DS1
653			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Switch ports
654			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Combo Other
655			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
656			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
657			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE ISDN (includes UDC)
658			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Sharing With Conditioning
659			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Sharing Without Conditioning
660			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Local Transport
661			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Splitting With Conditioning
662			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Splitting Without Conditioning
663			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE UDC/IDSL
664			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Other Design

665			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 UNE Other Non Design~~
666			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 EELs~~
667			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo~~
668			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Switch Based 10 - UNE Loop and Port Combo~~
669			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Residence~~
670			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Business~~
671			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Design~~
672			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale PBX~~
673			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Centrex~~
674			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale ISDN~~
675			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - LNP Standalone~~
676			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - INP Standalone~~
677			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop Design~~
678			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop Non-Design~~
679			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design~~
680			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design~~
681			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/INP Design~~
682			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design~~
683			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Digital Loop < DS1~~
684			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Digital Loop DS1~~
685			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Switch ports~~

686			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Combo Other
687			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
688			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE xDSL (ADSL, HDSL, UCL) with conditioning
689			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE ISDN (includes UDC)
690			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Line Sharing With Conditioning
691			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Line Sharing Without Conditioning
692			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 Local Transport
693			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Line Splitting With Conditioning
694			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Line Splitting Without Conditioning
695			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch ☐ 10 UNE UDC/IDSL
696			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Other Design
697			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 UNE Other Non Design
698			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 EELs
699			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Dispatch in < 10 UNE Loop and Port Combo
700			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Switch Based < 10 UNE Loop and Port Combo
701			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Local Interconnection Trunks
702	24	HCT	P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL1 IDLC UNE Loops
703			P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL1 Non Time Specific
704			P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL 1 Time Specific
705			P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL2 IDLC
706			P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL2 Time Non Specific

707			P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval SL2 Time Specific
708			P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Design - Dispatch
709			P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Design - Non Dispatch
710			P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Non Design - Dispatch
711			P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Non Design - Non Dispatch
712	22	CCCI	P-7 Coordinated Customer Conversions Interval Hot Cut Durations Unbundles Loops with INP - UNE Loops
713			P-7 Coordinated Customer Conversions Internal Unbundles Loops with LNP
714			P-8 Cooperative Acceptance Testing - Percent of xDSL Loc ADSL
715			P-8 Cooperative Acceptance Testing - Percent of xDSL Loc HDSL
716			P-8 Cooperative Acceptance Testing - Percent of xDSL Loc Other
717			P-8 Cooperative Acceptance Testing - Percent of xDSL Loc UNE UCL
718	25	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch 10 - Resale Residence - Resale (POTS)
719	27	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch 10 - Resale Business - UNE Loops
720	26	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch 10 - Resale Design
721	28	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch 10 - Resale PBX - UNE Loop and Port Combinations
722			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - Resale Centrex
723			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - Resale ISDN
724			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - LNP Standalone
725			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - INP Standalone
726			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop Design
727			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop Non-Design
728			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/LNP Design
729			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/LNP Non Design
730			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/INP Design

731			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/INP Non Design
732			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Digital Loop < DS1
733			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Digital Loop DS1
734			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Switch ports
735			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Combo Other
736	29	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch 10 – UNE xDSL (ADSL, HDSL, UCL)
737			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE ISDN (includes UDC)
738			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Line Sharing
739			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - Local Transport
740	30	PPT	P-9 Percent Provisioning Troubles w/in within 5 30 days of Service Order Completion Dispatch 10 - UNE Line Splitting
741			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Other Design
742			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - UNE Other Non Design
743			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - EELs
744			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Residence
745			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Business
746			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Design
747			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale PBX
748			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Centrex
749			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale ISDN
750			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - LNP Standalone
751			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - INP Standalone
752			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop Design

753			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop Non-Design
754			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/LNP Design
755			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
756			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/INP Design
757			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/INP Non Design
758			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Digital Loop < DS1
759			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Digital Loop DS1
760			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Switch ports
761			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Combo Other
762			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL)
763			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE ISDN (includes UDC)
764			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Line Sharing
765			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Local Transport
766			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Line Splitting
767			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Other Design
768			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Other Non Design
769			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - EELs
770			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Residence
771			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Business
772			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Design
773			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale PBX
774			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Centrex

775			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale ISDN
776			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - LNP Standalone
777			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - INP Standalone
778			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop Design
779			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop Non-Design
780			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
781			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
782			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/INP Design
783			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
784			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Digital Loop < DS1
785			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Digital Loop DS1
786			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Switch ports
787			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Combo Other
788			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL)
789			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE ISDN (includes UDC)
790			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Line Sharing
791			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Local Transport
792			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Line Splitting
793			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Other Design
794			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Other Non Design
795			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - EELs

796			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo
797			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Switch Based 10 - UNE Loop and Port Combo
798			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Residence
799			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Business
800			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Design
801			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale PBX
802			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Centrex
803			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale ISDN
804			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - LNP Standalone
805			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - INP Standalone
806			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop Design
807			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop Non-Design
808			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design
809			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
810			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/INP Design
811			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design
812			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Digital Loop < DS1
813			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Digital Loop DS1
814			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Switch ports
815			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Combo Other
816			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL)
817			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE ISDN (includes UDC)

818			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Line Sharing
819			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Local Transport
820			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Line Splitting
821			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Other Design
822			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Other Non Design
823			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - EELs
824			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Dispatch in < 10 - UNE Loop and Port Combo
825			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Switch Based < 10 - UNE Loop and Port Combo
826	31	PPT	P-9 Percent Provisioning Troubles w/in 5 30 days of Service Order Completion - Local Interconnection Trunks
	32	SOAC	Service Order Accuracy - Resale
	33	SOAC	Service Order Accuracy - UNE
	34	SOAC	Service Order Accuracy - UNE/P
827			P-13B: LNP - Percent Out of Service < 60 Minutes - LNP
828			P-13C: LNP - Percent of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date - LNP - (Standalone)
829			P-13D: LNP - Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution (Non-Trigger) • LNP (Normal Working Hours and Approved After Hours) • LNP (Unscheduled After Hours Ports)
830	59	TGPS	TGP-2 Trunk Group Performance CLEC Specific

B.2 Tier 2 Submetrics

Table B-2 contains a list of Tier 2 submetrics.

Table B-2

Item No.	Item No.	SQM Ref	Sub Metrics
1	66	BIA	B-1 Invoice Accuracy Interconnection
2			B-1 Invoice Accuracy Resale
3			B-1 Invoice Accuracy UNE
4	67	BIT	B-2 Mean Time to Deliver Invoices - CRIS
5	68	BIT	B-2 Mean Time to Deliver Invoices - CABS

6			B-3 Usage Data Delivery Accuracy
7			B-10: Percent Billing Errors Corrected in "X" Business Days - State [a] [a]Note: In order to set an appropriate penalty provision, staff recommended deferring implementation of the penalty until conclusion of the commission proceeding on the remedy structure of the SEEM Plan, or 120 days, whichever comes first.
8	70	PMDD	C-3 Collocation Percent of Due Dates Missed Physical Caged - Augment
9			C-3 Collocation Percent of Due Dates Missed Physical Caged - Initial
10			C-3 Collocation Percent of Due Dates Missed Physical Cageless - Augment
11			C-3 Collocation Percent of Due Dates Missed Physical Cageless - Initial
12			C-3 Collocation Percent of Due Dates Missed - State
13			C-3 Collocation Percent of Due Dates Missed Virtual - Augment
14			C-3 Collocation Percent of Due Dates Missed Virtual - Initial
15	71	CMN	CM-1 Timeliness of Change Management Notices - Region
16	72	CMD	CM-3 Timeliness of Documentations Associated with Change - Region

18	74	PCRAR	CM-7 Percentage of Change Requests Accepted or Rejected Within 10 Days - Region
19	75	PCRIP	CM-11 Percentage of Change Requests Implemented Within 60 Weeks of Prioritization - Region
20	45	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - 2 w Analog Loop Design - Resale (POTS)
21			MR-1 Percent Missed Repair Appointments Dispatch - 2 w Analog Loop Non-Design
22	47	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale Business - UNE Loops
23			MR-1 Percent Missed Repair Appointments Dispatch - Resale Centrex
24	46	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale Design
25	50	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Resale ISDN - UNE Line Splitting
26			MR-1 Percent Missed Repair Appointments Dispatch - Local Transport
27	51	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - Local Interconnection Trunks
28			MR-1 Percent Missed Repair Appointments Dispatch - Resale PBX
29			MR-1 Percent Missed Repair Appointments Dispatch - Resale Residence
30			MR-1 Percent Missed Repair Appointments Dispatch - UNE Combo Other
31			MR-1 Percent Missed Repair Appointments Dispatch - UNE Digital Loop DS1
32			MR-1 Percent Missed Repair Appointments Dispatch - UNE Digital Loop < DS1
33			MR-1 Percent Missed Repair Appointments Dispatch - UNE ISDN (includes UDC)
34	48	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - UNE Loop and Port Comboinations
35			MR-1 Percent Missed Repair Appointments Dispatch - UNE Line Sharing
36			MR-1 Percent Missed Repair Appointments Dispatch - UNE Switch ports
37	49	PRAM	MR-1 Percent Missed Repair Appointments Met Dispatch - UNE xDSL (ADSL, HDSL, UCL)
38			MR-1 Percent Missed Repair Appointments Dispatch - UNE Other - Design
39			MR-1 Percent Missed Repair Appointments Dispatch - UNE Other - Non Design
40			MR-1 Percent Missed Repair Appointments Non Dispatch - 2 w Analog Loop Design

41			MR-1 Percent Missed Repair Appointments Non Dispatch - 2 w Analog Loop Non-Design
42			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Business
43			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Centrex
44			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Design
45			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale ISDN
46			MR-1 Percent Missed Repair Appointments Non Dispatch - Local Transport
47			MR-1 Percent Missed Repair Appointments Non Dispatch - Local Interconnection Trunks
48			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale PBX
49			MR-1 Percent Missed Repair Appointments Non Dispatch - Resale Residence
50			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Combo Other
51			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Digital Loop DS1
52			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Digital Loop < DS1
53			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE ISDN (includes UDC)
54			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Loop and Port Combo
55			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Line Sharing
56			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Switch ports
57			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
58			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Other - Design
59			MR-1 Percent Missed Repair Appointments Non Dispatch - UNE Other - Non Design
60			MR-2 Customer Trouble Report Rate - 2 w Analog Loop Design
61			MR-2 Customer Trouble Report Rate - 2 w Analog Loop Non-Design
62			MR-2 Customer Trouble Report Rate - Resale Business
63			MR-2 Customer Trouble Report Rate - Resale Centrex
64			MR-2 Customer Trouble Report Rate - Resale Design
65			MR-2 Customer Trouble Report Rate - Resale ISDN
66			MR-2 Customer Trouble Report Rate - Local Transport
67			MR-2 Customer Trouble Report Rate - Local Interconnection Trunks
68			MR-2 Customer Trouble Report Rate - Resale PBX
69			MR-2 Customer Trouble Report Rate - Resale Residence
70			MR-2 Customer Trouble Report Rate - UNE Combo Other
71			MR-2 Customer Trouble Report Rate - UNE Digital Loop DS1
72			MR-2 Customer Trouble Report Rate - UNE Digital Loop < DS1
73			MR-2 Customer Trouble Report Rate - UNE ISDN (includes UDC)
74			MR-2 Customer Trouble Report Rate - UNE Loop and Port Combo
75			MR-2 Customer Trouble Report Rate - UNE Line Sharing
76			MR-2 Customer Trouble Report Rate - UNE Switch ports
77			MR-2 Customer Trouble Report Rate - UNE xDSL (ADSL, HDSL, UCL)

78			MR-2 Customer Trouble Report Rate - UNE Other - Design
79			MR-2 Customer Trouble Report Rate - UNE Other - Non Design
80	52	MAD	MR-3 Maintenance Average Duration Dispatch - 2 w Analog Loop Design - Resale (POTS)
81			MR-3 Maintenance Average Duration Dispatch - 2 w Analog Loop Non-Design
82	54	MAD	MR-3 Maintenance Average Duration Dispatch - Resale Business - UNE Loops
83			MR-3 Maintenance Average Duration Dispatch - Resale Centrex
84	53	MAD	MR-3 Maintenance Average Duration Dispatch - Resale Design
85	57	MAD	MR-3 Maintenance Average Duration Dispatch - Resale ISDN - UNE Line Splitting
86			MR-3 Maintenance Average Duration Dispatch - Local Transport
87	58	MAD	MR-3 Maintenance Average Duration Dispatch - Local Interconnection Trunks
88			MR-3 Maintenance Average Duration Dispatch - Resale PBX
89			MR-3 Maintenance Average Duration Dispatch - Resale Residence
90			MR-3 Maintenance Average Duration Dispatch - UNE Combo Other
91			MR-3 Maintenance Average Duration Dispatch - UNE Digital Loop DS
92			MR-3 Maintenance Average Duration Dispatch - UNE Digital Loop < DS1
93			MR-3 Maintenance Average Duration Dispatch - UNE ISDN (includes UDC)
94	55	MAD	MR-3 Maintenance Average Duration Dispatch - UNE Loop and Port Combeinations
			MR-3 Maintenance Average Duration Dispatch - UNE Line Sharing
96			MR-3 Maintenance Average Duration Dispatch - UNE Switch ports
97	56	MAD	MR-3 Maintenance Average Duration Dispatch - UNE xDSL (ADSL, HDSL, UCL)
98			MR-3 Maintenance Average Duration Dispatch - UNE Other - Design
99			MR-3 Maintenance Average Duration Dispatch - UNE Other - Non Design
100			MR-3 Maintenance Average Duration Non Dispatch - 2 w Analog Loop Design
101			MR-3 Maintenance Average Duration Non Dispatch - 2 w Analog Loop Non-Design
102			MR-3 Maintenance Average Duration Non Dispatch - Resale Business
103			MR-3 Maintenance Average Duration Non Dispatch - Resale Centrex
104			MR-3 Maintenance Average Duration Non Dispatch - Resale Design
105			MR-3 Maintenance Average Duration Non Dispatch - Resale ISDN
106			MR-3 Maintenance Average Duration Non Dispatch - Local Transport
107			MR-3 Maintenance Average Duration Non Dispatch - Local Interconnection Trunks
108			MR-3 Maintenance Average Duration Non Dispatch - Resale PBX
109			MR-3 Maintenance Average Duration Non Dispatch - Resale Residence
110			MR-3 Maintenance Average Duration Non Dispatch - UNE Combo Other
111			MR-3 Maintenance Average Duration Non Dispatch - UNE Digital Loop DS1
112			MR-3 Maintenance Average Duration Non Dispatch - UNE Digital Loop < DS1
113			MR-3 Maintenance Average Duration Non Dispatch - UNE ISDN (includes UDC)
114			MR-3 Maintenance Average Duration Non Dispatch - UNE Loop and Port Combo

115			MR-3 Maintenance Average Duration Non Dispatch - UNE Line Sharing
116			MR-3 Maintenance Average Duration Non Dispatch - UNE Switch ports
117			MR-3 Maintenance Average Duration Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
118			MR-3 Maintenance Average Duration Non Dispatch - UNE Other - Design
119			MR-3 Maintenance Average Duration Non Dispatch - UNE Other - Non Design
120	59	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - 2 w Analog Loop Design - Resale (POTS)
121	61	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - 2 w Analog Loop Non-Design - UNE Loops
122	64	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - Resale Business - UNE Line Splitting
123			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale Centrex
124	60	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - Resale Design
125			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale ISDN
126			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Local Transport
127	65	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - Local Interconnection Trunks
128			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale PBX
129			MR-4 Percent Repeat Trouble within 30 Days Dispatch - Resale Residence
130			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Combo Other
131			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Digital Loop DS1
132			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Digital Loop < DS1
133			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE ISDN (includes UDC)
134	62	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - UNE Loop and Port Comboinations
			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE
136			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Switch ports
137	63	PRT	MR-4 Percent Repeat Customer Troubles within 30 Days Dispatch - UNE xDSL (ADSL, HDSL, UCL)
138			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Other - Design
139			MR-4 Percent Repeat Trouble within 30 Days Dispatch - UNE Other - Non Design
140			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - 2 w Analog Loop Design
141			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - 2 w Analog Loop Non-Design
142			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Business
143			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Centrex
144			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Design
145			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale ISDN
146			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Local Transport
147			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Local Interconnection Trunks
148			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale PBX
149			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - Resale Residence
150			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Combo Other

151			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Digital Loop DS1
152			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Digital Loop < DS1
153			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE ISDN (includes UDC)
154			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Loop and Port Combo
155			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Line Sharing
156			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Switch ports
157			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE xDSL (ADSL, HDSL, UCL)
158			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Other - _n
159			MR-4 Percent Repeat Trouble within 30 Days Non Dispatch - UNE Other - Non Design
160			MR-5 Out of Service (OOS) > 24 hours Dispatch - 2 w Analog Loop Design
161			MR-5 Out of Service (OOS) > 24 hours Dispatch - 2 w Analog Loop Non-Design
162			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Business
163			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Centrex
164			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale Design
165			MR-5 Out of Service (OOS) > 24 hours Dispatch Resale ISDN
166			MR-5 Out of Service (OOS) > 24 hours Dispatch - Local Transport
167			MR-5 Out of Service (OOS) > 24 hours Dispatch - Local Interconnection Trunks
168			MR-5 Out of Service (OOS) > 24 hours Dispatch - Resale PBX
169			MR-5 Out of Service (OOS) > 24 hours Dispatch Resale Residence
170			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Combo Other
171			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Digital Loop DS1
172			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Digital Loop < DS1
173			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE ISDN (includes UDC)
174			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Loop and Port Combo
175			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Line Sharing
176			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Switch ports
177			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE xDSL (ADSL, HDSL, UCL)
178			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Other - Design
179			MR-5 Out of Service (OOS) > 24 hours Dispatch - UNE Other - Non Design
180			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - 2 w Analog Loop Design
181			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - 2 w Analog Loop Non-Design
182			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Business
183			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Centrex
184			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Design
185			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale ISDN
186			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Local Transport
187			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Local Interconnection Trunks

188			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale PBX
189			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - Resale Residence
190			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Combo Other
191			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Digital Loop DS1
192			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Digital Loop < DS1
193			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE ISDN (includes UDC)
194			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Loop and Port Combo
195			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Line Sharing
196			MR-5 Out of Service (OOS) > 24 hours Non Dispatch - UNE Switch ports
197			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE xDSL (ADSL, HDSL, UCL)
198			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE Other - Design
199			MR-5 Out of Service (OOS) > 24 hours Non Dispatch UNE Other - Non Design
200	9	FOCRC	O-11 Firm Order Confirmation & and Reject Response Completeness - Fully Mechanized 2W Analog Loop Design
201			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/LNP Design
202			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/LNP Non Design
203			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop Non Design
204			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/INP Design
205			O-11 FOC & Reject Completeness Fully Mechanized 2W Analog Loop w/INP Non Design
206			O-11 FOC & Reject Completeness Fully Mechanized Resale Business
207			O-11 FOC & Reject Completeness Fully Mechanized Resale Centrex
208			O-11 FOC & Reject Completeness Fully Mechanized Resale Design (Special)
209			O-11 FOC & Reject Completeness Fully Mechanized EEL's
210			O-11 FOC & Reject Completeness Fully Mechanized Resale ISDN
211			O-11 FOC & Reject Completeness Fully Mechanized UNE Line Splitting
212			O-11 FOC & Reject Completeness Fully Mechanized Local Interoffice Transport
213			O-11 FOC & Reject Completeness Local Interconnection Trunks
214			O-11 FOC & Reject Completeness Fully Mechanized LNP Standalone
215			O-11 FOC & Reject Completeness Fully Mechanized INP Standalone
216			O-11 FOC & Reject Completeness Fully Mechanized Line Sharing
217			O-11 FOC & Reject Completeness Fully Mechanized Resale PBX
218			O-11 FOC & Reject Completeness Fully Mechanized Resale Residence
219			O-11 FOC & Reject Completeness Fully Mechanized Switch Ports
220			O-11 FOC & Reject Completeness Fully Mechanized UNE Combo Other
221			O-11 FOC & Reject Completeness Fully Mechanized UNE Digital Loop DS1
222			O-11 FOC & Reject Completeness Fully Mechanized UNE Digital Loop <DS1
223			O-11 FOC & Reject Completeness Fully Mechanized UNE ISDN Loop
224			O-11 FOC & Reject Completeness Fully Mechanized UNE Loop + Port Combos

225			O-11 FOC & Reject Completeness Fully Mechanized UNE Other Design
226			O-11 FOC & Reject Completeness Fully Mechanized UNE Other Non Design
227			O-11 FOC & Reject Completeness Fully Mechanized UNE xDSL (ADSL, HDSL, UC)
228			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop Design
229			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/LNP Design
230			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/LNP Non Design
231			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop Non Design
232			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/INP Design
233			O-11 FOC & Reject Completeness Non Mechanized 2W Analog Loop w/INP Non Design
234			O-11 FOC & Reject Completeness Non Mechanized Resale Business
235			O-11 FOC & Reject Completeness Non Mechanized Resale Centrex
236			O-11 FOC & Reject Completeness Non Mechanized Resale Design (Special)
237			O-11 FOC & Reject Completeness Non Mechanized EEL's
238			O-11 FOC & Reject Completeness Non Mechanized Resale ISDN
239			O-11 FOC & Reject Completeness Non Mechanized UNE Line Splitting
240			O-11 FOC & Reject Completeness Non Mechanized Local Interoffice Transport
241			O-11 FOC & Reject Completeness Non Mechanized LNP Standalone
242			O-11 FOC & Reject Completeness Non Mechanized INP Standalone
243			O-11 FOC & Reject Completeness Non Mechanized Line Sharing
244			O-11 FOC & Reject Completeness Non Mechanized Resale PBX
245			O-11 FOC & Reject Completeness Non Mechanized Resale Residence
246			O-11 FOC & Reject Completeness Non Mechanized Switch Ports
247			O-11 FOC & Reject Completeness Non Mechanized UNE Combo Other
248			O-11 FOC & Reject Completeness Non Mechanized UNE Digital Loop DS1
249			O-11 FOC & Reject Completeness Non Mechanized UNE Digital Loop <DS1
250			O-11 FOC & Reject Completeness Non Mechanized UNE ISDN Loop
251			O-11 FOC & Reject Completeness Non Mechanized UNE Loop + Port Combos
252			O-11 FOC & Reject Completeness Non Mechanized UNE Other Design
253			O-11 FOC & Reject Completeness Non Mechanized UNE Other Non Design
254			O-11 FOC & Reject Completeness Non Mechanized UNE xDSL (ADSL, HDSL, UC)
255			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop Design
256			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/LNP Design
257			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/LNP Non Design
258			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop Non Design
259			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/INP Design
260			O-11 FOC & Reject Completeness Partially Mechanized 2W Analog Loop w/INP Non Design
261			O-11 FOC & Reject Completeness Partially Mechanized Resale Business

262			O-11 FOC & Reject Completeness Partially Mechanized Resale Centrex	
263			O-11 FOC & Reject Completeness Partially Mechanized Resale Design (Special)	
264			O-11 FOC & Reject Completeness Partially Mechanized EEL's	
265			O-11 FOC & Reject Completeness Partially Mechanized Resale ISDN	
266			O-11 FOC & Reject Completeness Partially Mechanized UNE Line Splitting	
267			O-11 FOC & Reject Completeness Partially Mechanized Local Interoffice Transport	
268			O-11 FOC & Reject Completeness Partially Mechanized LNP Standalone	
269			O-11 FOC & Reject Completeness Partially Mechanized INP Standalone	
270			O-11 FOC & Reject Completeness Partially Mechanized Line Sharing	
271			O-11 FOC & Reject Completeness Partially Mechanized Resale PBX	
272			O-11 FOC & Reject Completeness Partially Mechanized Resale Residence	
273			O-11 FOC & Reject Completeness Partially Mechanized Switch Ports	
274			O-11 FOC & Reject Completeness Partially Mechanized UNE Combo Other	
275			O-11 FOC & Reject Completeness Partially Mechanized UNE Digital Loop DS1	
276			O-11 FOC & Reject Completeness Partially Mechanized UNE Digital Loop <DS1	
277			O-11 FOC & Reject Completeness Partially Mechanized UNE ISDN Loop	
278			O-11 FOC & Reject Completeness Partially Mechanized UNE Loop + Port Combos	
279			O-11 FOC & Reject Completeness Partially Mechanized UNE Other Design	
280			O-11 FOC & Reject Completeness Partially Mechanized UNE Other Non Design	
281			O-11 FOC & Reject Completeness Partially Mechanized UNE xDSL (ADSL, HDSL, UC)	
282			O-12 Speed of Answer in Ordering Center CLEC Local Carrier Service Center	
283			O-1 Acknowledgement Message Timeliness (Electronically) - EDI	
284			O-1 Acknowledgement Message Timeliness (Electronically) - TAG	
285	4	AKC	O-2 Acknowledgement Message Completeness - EDI Fully MechanizedAcknowlegdements	
286			O-2 Acknowledgement Message Completeness - TAG Fully Mechanized	
287	5	PFT	O-3 Percent flow-through Service Requests (Summary) BusinessResale	
288	7	PFT	O-3 Percent flow-through Service Requests (Summary) LNP	
289			O-3 Percent flow-through Service Requests (Summary) Residence	
290	6	PFT	O-3 Percent flow-through Service Requests (Summary) UNE Loops	
291			O-3 Percent flow-through Service Requests (Summary) UNE-P	
292	8	RI	O-8 Reject Interval - Fully Mechanized 2W Analog Loop Design	
293			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/LNP Design	
294			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/LNP Non Design	
295			O-8 Reject Interval Fully Mechanized 2W Analog Loop Non Design	
296			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/INP Design	
297			O-8 Reject Interval Fully Mechanized 2W Analog Loop w/INP Non Design	
298			O-8 Reject Interval Fully Mechanized Resale Business	

299			O-8 Reject Interval Fully Mechanized Resale Centrex
300			O-8 Reject Interval Fully Mechanized Resale Design (Special)
301			O-8 Reject Interval Fully Mechanized EELs
302			O-8 Reject Interval Fully Mechanized Resale ISDN
303			O-8 Reject Interval Fully Mechanized UNE Line Splitting
304			O-8 Reject Interval Fully Mechanized Local Interoffice Transport
305			O-8 Reject Interval Local Interconnection Trunks
306			O-8 Reject Interval Fully Mechanized LNP Standalone
307			O-8 Reject Interval Fully Mechanized INP Standalone
308			O-8 Reject Interval Fully Mechanized Line Sharing
309			O-8 Reject Interval Fully Mechanized Resale PBX
310			O-8 Reject Interval Fully Mechanized Resale Residence
311			O-8 Reject Interval Fully Mechanized Switch Ports
312			O-8 Reject Interval Fully Mechanized UNE Combo Other
313			O-8 Reject Interval Fully Mechanized UNE Digital Loop DS1
314			O-8 Reject Interval Fully Mechanized UNE Digital Loop <DS1
315			O-8 Reject Interval Fully Mechanized UNE ISDN Loop
316			O-8 Reject Interval Fully Mechanized UNE Loop + Port Combos
317			O-8 Reject Interval Fully Mechanized UNE Other Design
318			O-8 Reject Interval Fully Mechanized UNE Other Non Design
319			O-8 Reject Interval Fully Mechanized UNE xDSL (ADSL, HDSL, UC)
320			O-8 Reject Interval - Non Mechanized 2W Analog Loop Design
321			O-8 Reject Interval Non Mechanized 2W Analog Loop w/LNP Design
322			O-8 Reject Interval Non Mechanized 2W Analog Loop w/LNP Non Design
323			O-8 Reject Interval Non Mechanized 2W Analog Loop Non Design
324			O-8 Reject Interval Non Mechanized 2W Analog Loop w/INP Design
325			O-8 Reject Interval Non Mechanized 2W Analog Loop w/INP Non Design
326			O-8 Reject Interval Non Mechanized Resale Business
327			O-8 Reject Interval Non Mechanized Resale Centrex
328			O-8 Reject Interval Non Mechanized Resale Design (Special)
329			O-8 Reject Interval Non Mechanized EELs
330			O-8 Reject Interval Non Mechanized Resale ISDN
331			O-8 Reject Interval Non Mechanized UNE Line Splitting
332			O-8 Reject Interval Non Mechanized Local Interoffice Transport
333			O-8 Reject Interval Non Mechanized LNP Standalone
334			O-8 Reject Interval Non Mechanized INP Standalone
335			O-8 Reject Interval Non Mechanized Line Sharing

336			O-8 Reject Interval Non Mechanized Resale PBX
337			O-8 Reject Interval Non Mechanized Resale Residence
338			O-8 Reject Interval Non Mechanized Switch Ports
339			O-8 Reject Interval Non Mechanized UNE Combo Other
340			O-8 Reject Interval Non Mechanized UNE Digital Loop DS1
341			O-8 Reject Interval Non Mechanized UNE Digital Loop <DS1
342			O-8 Reject Interval Non Mechanized UNE ISDN Loop
343			O-8 Reject Interval Non Mechanized UNE Loop + Port Combos
344			O-8 Reject Interval Non Mechanized UNE Other Design
345			O-8 Reject Interval Non Mechanized UNE Other Non Design
346			O-8 Reject Interval Non Mechanized UNE xDSL (ADSL, HDSL, UC)
347			O-8 Reject Interval - Partially Mechanized 2W Analog Loop Design
348			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/LNP Design
349			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/LNP Non Design
350			O-8 Reject Interval Partially Mechanized 2W Analog Loop Non Design
351			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/INP Design
352			O-8 Reject Interval Partially Mechanized 2W Analog Loop w/INP Non Design
353			O-8 Reject Interval Partially Mechanized Resale Business
354			O-8 Reject Interval Partially Mechanized Resale Centrex
355			O-8 Reject Interval Partially Mechanized Resale Design (Special)
356			O-8 Reject Interval Partially Mechanized EEL's
357			O-8 Reject Interval Partially Mechanized Resale ISDN
358			O-8 Reject Interval Partially Mechanized UNE Line Splitting
359			O-8 Reject Interval Partially Mechanized Local Interoffice Transport
360			O-8 Reject Interval Partially Mechanized LNP Standalone
361			O-8 Reject Interval Partially Mechanized INP Standalone
362			O-8 Reject Interval Partially Mechanized Line Sharing
363			O-8 Reject Interval Partially Mechanized Resale PBX
364			O-8 Reject Interval Partially Mechanized Resale Residence
365			O-8 Reject Interval Partially Mechanized Switch Ports
366			O-8 Reject Interval Partially Mechanized UNE Combo Other
367			O-8 Reject Interval Partially Mechanized UNE Digital Loop DS1
368			O-8 Reject Interval Partially Mechanized UNE Digital Loop <DS1
369			O-8 Reject Interval Partially Mechanized UNE ISDN Loop
370			O-8 Reject Interval Partially Mechanized UNE Loop + Port Combos
371			O-8 Reject Interval Partially Mechanized UNE Other Design
372			O-8 Reject Interval Partially Mechanized UNE Other Non Design

373			O-8 Reject Interval Partially Mechanized UNE xDSL (ADSL, HDSL, UC)
374			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop Design
375			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/LNP Design
376			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/LNP Non Design
377			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop Non Design
378			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/INP Design
379			O-9 Firm Order Confirmation Timeliness Fully Mechanized - 2W Analog Loop w/INP Non Design
380			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Business
381			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Centrex
382			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Design (Special)
383			O-9 Firm Order Confirmation Timeliness Fully Mechanized - EELs
384			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale ISDN
385			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Line Splitting
386			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Local Interoffice Transport
387			O-9 Firm Order Confirmation Timeliness - Local Interconnection Trunks
388			O-9 Firm Order Confirmation Timeliness Fully Mechanized - LNP Standalone
389			O-9 Firm Order Confirmation Timeliness Fully Mechanized - INP Standalone
390			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Line Sharing
391			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale PBX
392			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Resale Residence
393			O-9 Firm Order Confirmation Timeliness Fully Mechanized - Switch Ports
394			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Combo Other
395			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Digital Loop DS1
396			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Digital Loop <DS1
397			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE ISDN Loop
398			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Loop + Port Combos
399			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Other Design
400			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE Other Non Design
401			O-9 Firm Order Confirmation Timeliness Fully Mechanized - UNE xDSL (ADSL, HDSL, UC)
402			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop Design
403			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/LNP Design
404			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/LNP Non Design
405			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop Non Design
406			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/INP Design
407			O-9 Firm Order Confirmation Timeliness Non Mechanized - 2W Analog Loop w/INP Non Design
408			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Business
409			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Centrex

410			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale Design (Special)
411			O-9 Firm Order Confirmation Timeliness Non Mechanized - EELs
412			O-9 Firm Order Confirmation Timeliness Non Mechanized - Resale ISDN
413			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Line Splitting
414			O-9 Firm Order Confirmation Timeliness Non Mechanized Local Interoffice Transport
415			O-9 Firm Order Confirmation Timeliness Non Mechanized LNP Standalone
416			O-9 Firm Order Confirmation Timeliness Non Mechanized INP Standalone
417			O-9 Firm Order Confirmation Timeliness Non Mechanized Line Sharing
418			O-9 Firm Order Confirmation Timeliness Non Mechanized Resale PBX
419			O-9 Firm Order Confirmation Timeliness Non Mechanized Resale Residence
420			O-9 Firm Order Confirmation Timeliness Non Mechanized Switch Ports
421			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Combo Other
422			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Digital Loop DS1
423			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Digital Loop <DS1
424			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE ISDN Loop
425			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Loop + Port Combos
426			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Other Design
427			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE Other Non Design
428			O-9 Firm Order Confirmation Timeliness Non Mechanized UNE xDSL (ADSL, HDSL, UC)
429			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop Design
430			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/LNP Design
431			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/LNP Non Design
432			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop Non Design
433			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/INP Design
434			O-9 Firm Order Confirmation Timeliness Partially Mechanized 2W Analog Loop w/INP Non Design
435			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Business
436			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Centrex
437			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Design (Special)
438			O-9 Firm Order Confirmation Timeliness Partially Mechanized EELs
439			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale ISDN
440			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Line Splitting
441			O-9 Firm Order Confirmation Timeliness Partially Mechanized Local Interoffice Transport
442			O-9 Firm Order Confirmation Timeliness Partially Mechanized LNP Standalone
443			O-9 Firm Order Confirmation Timeliness Partially Mechanized INP Standalone
444			O-9 Firm Order Confirmation Timeliness Partially Mechanized Line Sharing
445			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale PBX
446			O-9 Firm Order Confirmation Timeliness Partially Mechanized Resale Residence

447			O-9 Firm Order Confirmation Timeliness Partially Mechanized Switch Ports
448			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Combo Other
449			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Digital Loop DS1
450			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Digital Loop <DS1
451			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE ISDN Loop
452			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Loop + Port Combos
453			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Other Design
454			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE Other Non Design
455			O-9 Firm Order Confirmation Timeliness Partially Mechanized UNE xDSL (ADSL, HDSL, UC)
456			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC LENS ATLAS
457			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC LENS DSAP
458			OSS-1 Average Response Interval and Percent Within Interval, BST performance in OASISBIG compared to CLEC performance in PSIMS/ORB (includes COFFI/USOC), PARITY + 2 SEC LENS
459			OSS-1 Average Response Interval and Percent Within Interval, BST performance in OASISBIG compared to CLEC performance in PSIMS/ORB (includes COFFI/USOC), PARITY + 2 SEC TAG
460			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC LENS RSAG-ADDR
461			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC LENS RSAG-TN
462			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC TAG ATLAS
463			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC LENS CRIS-CRESCSRL
464			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC TAG CRIS-TAG-CSR
465			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC TAG DSAP
466			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC TAG RSAG-ADDR
467			OSS-1 Average Response Interval and Percent Within Interval PARITY + 2 SEC TAG RSAG-TN
468	1	IA	OSS-2 OSS Interface Availability - (Pre-Ordering-Ordering) EDI
469			OSS-2 OSS Availability (Pre-Ordering) LENS
470			OSS-2 OSS Availability (Pre-Ordering) LEO MAINFRAME
471			OSS-2 OSS Availability (Pre-Ordering) LESOG
472			OSS-2 OSS Availability (Pre-Ordering) PSIMS
473			OSS-2 OSS Availability (Pre-Ordering) TAG
474			OSS-2 OSS Availability (Pre-Ordering) LNP (Gateway)
475			OSS-2 OSS Availability (Pre-Ordering) COG
476			OSS-2 OSS Availability (Pre-Ordering) SOG
477			OSS-2 OSS Availability (Pre-Ordering) DOM
478	2	MRIA	OSS-3 OSS Interface Availability - (Maintenance and Repair) CLEC ECTA
479			OSS-3 OSS Availability (Maintenance and Repair) CLEC TAFI

480			OSS-4 Response Interval (Maintenance and Repair) CRIS
481			OSS-4 Response Interval (Maintenance and Repair) DLETH
482			OSS-4 Response Interval (Maintenance and Repair) DLR
483			OSS-4 Response Interval (Maintenance and Repair) LMOS
484			OSS-4 Response Interval (Maintenance and Repair) LMOSupd
485			OSS-4 Response Interval (Maintenance and Repair) LNP
486			OSS-4 Response Interval (Maintenance and Repair) MARCH
487			OSS-4 Response Interval (Maintenance and Repair) NIW
488			OSS-4 Response Interval (Maintenance and Repair) OSPCM
489			OSS-4 Response Interval (Maintenance and Repair) Predictor
490			OSS-4 Response Interval (Maintenance and Repair) SOCS
491	10	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 Resale Residence - Resale (POTS)
492			P-3 Percent Missed Installation Appointments Dispatch 10 - Resale Business
493	11	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 Resale Design
494	13	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 Resale PBX - UNE Loops
495	14	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 Resale Centrex - UNE Loop and Port Combinations
496			P-3 Percent Missed Installation Appointments Dispatch 10 - Resale ISDN
497	12	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 LNP Standalone
498			P-3 Percent Missed Installation Appointments Dispatch 10 - INP Standalone
499			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop Design
500			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop Non-Design
501			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/LNP Design
502			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/LNP Non-Design
503			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/INP Design
504			P-3 Percent Missed Installation Appointments Dispatch 10 - 2 w Analog Loop w/INP Non-Design
505			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Digital Loop < DS1
506			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Digital Loop DS1
507			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Switch ports
508			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Combo Other
509	15	PIAM	P-3 Percent Missed Installation Appointments Met Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
510			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
511			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE ISDN (includes UDC)
512			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Line Sharing With Conditioning
513			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Line Sharing Without Conditioning

514			P-3 Percent Missed Installation Appointments Dispatch 10 - Local Transport
515	<u>16</u>	<u>PIAM</u>	P-3 Percent Missed Installation Appointments <u>Met</u> Dispatch 10 - UNE Line Splitting With Conditioning
516			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Line Splitting Without Conditioning
517			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE UDC/IDSL
518			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Other Design
519			P-3 Percent Missed Installation Appointments Dispatch 10 - UNE Other Non Design
520			P-3 Percent Missed Installation Appointments Dispatch 10 - EELs
521			P-3 Percent Missed Installation Appointments Dispatch < 10 - Resale Residence
522			
523			P-3 Percent Missed Installation Appointments Dispatch < 10 - Resale Design
524			P-3 Percent Missed Installation Appointments Dispatch < 10 - Resale PBX
525			P-3 Percent Missed Installation Appointments Dispatch < 10 - Resale Centrex
526			P-3 Percent Missed Installation Appointments Dispatch < 10 - Resale ISDN
527			P-3 Percent Missed Installation Appointments Dispatch < 10 - LNP Standalone
528			P-3 Percent Missed Installation Appointments Dispatch < 10 - INP Standalone
529			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop Design
530			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop Non-Design
531			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/LNP Design
532			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
533			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/INP Design
534			P-3 Percent Missed Installation Appointments Dispatch < 10 - 2 w Analog Loop w/INP Non Design
535			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Digital Loop < DS1
536			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Digital Loop DS1
537			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Switch ports
538			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Combo Other
539			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
540			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
541			
542			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Sharing With Conditioning
543			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Sharing Without Conditioning
544			P-3 Percent Missed Installation Appointments Dispatch < 10 - Local Transport
545			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Splitting With Conditioning
546			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Line Splitting Without Conditioning

547			P-3 Percent Missed Installation Appointments Dispatch ≥ 10 - UNE UDC/IDSL
548			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Other Design
549			P-3 Percent Missed Installation Appointments Dispatch < 10 - UNE Other Non Design
550			P-3 Percent Missed Installation Appointments Dispatch < 10 - EELs
551			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Residence
552			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Business
553			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Design
554			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale PBX
555			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale Centrex
556			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Resale ISDN
557			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - LNP Standalone
558			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - INP Standalone
559			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop Design
560			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop Non-Design
561			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
562			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
563			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/INP Design
564			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
565			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Digital Loop < DS1
566			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Digital Loop DS1
567			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Switch ports
568			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Combo Other
569			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
570			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
571			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE ISDN (includes UDC)
572			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Sharing with Conditioning
573			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Sharing With Conditioning
574			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - Local Transport
575			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Splitting With Conditioning
576			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Line Splitting Without Conditioning

577			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE UDC/IDSL
578			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Other Design
579			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - UNE Other Non Design
580			P-3 Percent Missed Installation Appointments Non-Dispatch 10 - EELs
581			P-3 Percent Missed Installation Appointments Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo
582			P-3 Percent Missed Installation Appointments Non-Dispatch Switch Based 10 - UNE Loop and Port Combo
583			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Residence
584			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Business
585			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Design
586			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale PBX
587			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale Centrex
588			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Resale ISDN
589			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - LNP Standalone
590			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - INP Standalone
591			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop Design
592			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop Non-Design
593			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design
594			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
595			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/INP Design
596			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design
597			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Digital Loop < DS1
598			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Digital Loop DS1
599			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Switch ports
600			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Combo Other
601			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
602			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
603			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE ISDN (includes UDC)
604			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Sharing With Conditioning
605			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Sharing Without Conditioning
606			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - Local Transport
607			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Splitting With Conditioning

608			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Line Splitting Without Conditioning
609			P-3 Percent Missed Installation Appointments Non-Dispatch ☐ 10 - UNE UDC/IDSL
610			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Other Design
611			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - UNE Other Non Design
612			P-3 Percent Missed Installation Appointments Non-Dispatch < 10 - EELs
613			P-3 Percent Missed Installation Appointments Non-Dispatch Dispatch in < 10 - UNE Loop and Port Combo
614			P-3 Percent Missed Installation Appointments Non-Dispatch Switch Based < 10 - UNE Loop and Port Combo
615	17	PIAM	P-3 Percent Missed Installation Appointments Met - Local Interconnection Trunks
	18	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - Resale (POTS)
	19	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - Resale Design
	20	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - LNP (Standalone)
	21	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Loops
	22	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Loop and Port Combinations
	23	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE EELs
	24	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE xDSL - With Conditioning
	25	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE xDSL - Without Conditioning
	26	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Line Splitting-with conditioning
	27	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) - UNE Line Splitting-without conditioning
	28	FOCI	Firm Order Confirmation Interval (FOCI) Plus Average Order Completion Inerval (OCI) – Local Interconnection Trunks
	30	CNDD	Non-Coordinated Customer Conversions - Percent Completed and Notified on Due Date
616			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Residence
617			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Business
618			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Design
619			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale PBX
620			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale Centrex

621			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Resale ISDN
622			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - LNP Standalone
623			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - INP Standalone
624			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop Design
625			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop Non-Design
626			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/LNP Design
627			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/LNP Non Design
628			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/INP Design
629			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - 2 w Analog Loop w/INP Non Design
630			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Digital Loop < DS1
631			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Digital Loop DS1
632			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Switch ports
633			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Combo Other
634			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
635			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
636			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE ISDN (includes UDC)
637			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Sharing With Conditioning
638			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Sharing Without Conditioning
639			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - Local Transport
640			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Splitting With Conditioning
641			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Line Splitting Without Conditioning

642			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE UDC/IDSL
643			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Other Design
644			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - UNE Other Non Design
645			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch 10 - EELs
646			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Residence
647			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Business
648			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Design
649			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale PBX
650			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale Centrex
651			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Resale ISDN
652			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - LNP Standalone
653			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - INP Standalone
654			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop Design
655			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop Non-Design
656			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/LNP Design
657			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
658			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/INP Design
659			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - 2 w Analog Loop w/INP Non Design
660			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Digital Loop < DS1
661			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Digital Loop DS1
662			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Switch ports

663			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Combo Other
664			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
665			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
666			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE ISDN (includes UDC)
667			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Sharing With Conditioning
668			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Sharing Without Conditioning
669			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - Local Transport
670			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Splitting With Conditioning
671			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Line Splitting Without Conditioning
672			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch □ 10 - UNE UDC/IDSL
673			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Other Design
674			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - UNE Other Non Design
675			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Dispatch < 10 - EELs
676			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Residence
677			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Business
678			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Design
679			**P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale PBX**
680			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale Centrex
681			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Resale ISDN
682			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - LNP Standalone
683			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - INP Standalone

684			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop Design
685			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop Non-Design
686			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
687			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
688			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/INP Design
689			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
690			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Digital Loop < DS1
691			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Digital Loop DS1
692			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Switch ports
693			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Combo Other
694			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) w/o conditioning
695			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL) with conditioning
696			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE ISDN (includes UDC)
697			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Sharing With Conditioning
698			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Sharing Without Conditioning
699			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - Local Transport
700			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Splitting With Conditioning
701			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Line Splitting Without Conditioning
702			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE UDC/IDSL
703			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Other Design
704			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - UNE Other Non Design

705			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch 10 - EELs
706			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo
707			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Switch Based 10 - UNE Loop and Port Combo
708			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Residence
709			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Business
710			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Design
711			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale PBX
712			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale Centrex
713			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - Resale ISDN
714			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - LNP Standalone
715			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - INP Standalone
716			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop Design
717			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop Non-Design
718			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design
719			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
720			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/INP Design
721			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design
722			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Digital Loop < DS1
723			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Digital Loop DS1
724			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Switch ports
725			P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 - UNE Combo Other

~~726~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE xDSL (ADSL, HDSL, UCL) w/o conditioning~~
~~727~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE xDSL (ADSL, HDSL, UCL) with conditioning~~
~~728~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE ISDN (includes UDC)~~
~~729~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Line Sharing With Conditioning~~
~~730~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Line Sharing Without Conditioning~~
~~731~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – Local Transport~~
~~732~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Line Splitting With Conditioning~~
~~733~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Line Splitting Without Conditioning~~
~~734~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch ▢ 10 – UNE UDC/IDSL~~
~~735~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Other Design~~
~~736~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – UNE Other Non Design~~
~~737~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch < 10 – EELs~~
~~738~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Dispatch in < 10 - UNE Loop and Port Combo~~
~~739~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution Non-Dispatch Switch Based < 10 - UNE Loop and Port Combo~~
~~740~~			~~P-4 Average Completion Interval (OCI) & Order Completion Interval Distribution – Local Interconnection Trunks~~
~~741~~	<u>31</u>	<u>HCT</u>	~~P-7A~~ Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval ~~and Average~~ <u>– UNE Loops</u>
~~742~~			~~P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval - SL1 Non Time Specific~~
~~743~~			~~P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Interval - SL 1 Time Specific~~
~~744~~			~~P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Inter-val SL2 IDLC~~
~~745~~			~~P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Inter-val SL2 Time Non Specific~~
~~746~~			~~P-7A Coordinated Customer Conversions Hot Cuts Timeliness Percent within Interval and Average Inter-val SL2 Time Specific~~

747			~~P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Design - Dispatch~~
748			~~P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Design - Non Dispatch~~
749			~~P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Non Design - Dispatch~~
750			~~P-7C Coordinated Customer Conversions - Percent Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops Non Design - Non Dispatch~~
751	<u>29</u>	<u>CCCI</u>	~~P-7~~ Coordinated Customer Conversions Inter<u>v</u>nal ~~Unbundles Loops with INP~~ <u>- UNE Loops</u>
752			~~P-7 Coordinated Customer Conversions Internal Unbundles Loops with LNP~~
753			~~P-8 Cooperative Acceptance Testing - Percent of xDSL Loc ADSL~~
754			~~P-8 Cooperative Acceptance Testing - Percent of xDSL Loc HDSL~~
755			~~P-8 Cooperative Acceptance Testing - Percent of xDSL Loc Other~~
756			~~P-8 Cooperative Acceptance Testing - Percent of xDSL Loc UNE UCL~~
757	<u>32</u>	PPT	~~P-9~~ Percent Provisioning Troubles ~~w/in 30~~ <u>within 5</u> days of Service Order Completion ~~Dispatch 10~~ ~~- Resale Residence~~ <u>- Resale (POTS)</u>
758	<u>34</u>	PPT	~~P-9~~ Percent Provisioning Troubles ~~w/in 30~~ <u>within 5</u> days of Service Order Completion ~~Dispatch 10~~ ~~- Resale Business~~ <u>- UNE Loops</u>
759	<u>33</u>	PPT	P-9 Percent Provisioning Troubles ~~w/in 30~~ <u>within 5</u> days of Service Order Completion ~~Dispatch 10~~ - Resale Design
760	<u>35</u>	PPT	~~P-9~~ Percent Provisioning Troubles ~~w/in 30~~ <u>within 5</u> days of Service Order Completion ~~Dispatch 10~~ ~~- Resale PBX~~ <u>- UNE Loop and Port Combinations</u>
761			~~**P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - Resale Centrex**~~
762			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - Resale ISDN~~
763			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - LNP Standalone~~
			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - INP Standalone~~
765			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop Design~~
766			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop Non-Design~~
767			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/LNP Design~~
768			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/LNP Non Design~~
769			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/INP Design~~
770			~~P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch 10 - 2 w Analog Loop w/INP Non Design~~

771			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Digital Loop < DS1
772			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Digital Loop ≥ DS1
773			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Switch ports
774			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Combo Other
775	36	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch ≤ 10 – UNE xDSL (ADSL, HDSL, UCL)
776			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE ISDN (includes UDC)
777			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Line Sharing
778			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - Local Transport
779	37	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion Dispatch ≤ 10 – UNE Line Splitting
780			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Other Design
781			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - UNE Other Non Design
782			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch ≤ 10 - EELs
783			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Residence
784			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Business
785			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Design
786			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale PBX
787			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale Centrex
788			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Resale ISDN
789			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - LNP Standalone
790			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - INP Standalone
791			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop Design
792			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop Non-Design

793			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/LNP Design
794			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
795			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/INP Design
796			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - 2 w Analog Loop w/INP Non Design
797			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Digital Loop < DS1
798			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Digital Loop DS1
799			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Switch ports
800			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Combo Other
801			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL)
802			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE ISDN (includes UDC)
803			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Line Sharing
804			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - Local Transport
805			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Line Splitting
806			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Other Design
807			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - UNE Other Non Design
808			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Dispatch < 10 - EELs
809			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Residence
810			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Business
811			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Design
812			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale PBX
813			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale Centrex
814			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Resale ISDN

815			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - LNP Standalone
816			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - INP Standalone
817			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop Design
818			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop Non-Design
819			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/LNP Design
820			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/LNP Non Design
821			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/INP Design
822			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - 2 w Analog Loop w/INP Non Design
823			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Digital Loop < DS1
824			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Digital Loop DS1
825			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Switch ports
826			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Combo Other
827			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE xDSL (ADSL, HDSL, UCL)
828			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE ISDN (includes UDC)
829			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Line Sharing
830			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - Local Transport
831			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Line Splitting
832			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Other Design
833			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - UNE Other Non Design
834			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch 10 - EELs
835			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Dispatch in 10 - UNE Loop and Port Combo

836			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Switch Based 10 - UNE Loop and Port Combo
837			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Residence
838			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Business
839			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Design
840			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale PBX
841			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale Centrex
842			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Resale ISDN
843			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - LNP Standalone
844			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - INP Standalone
845			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop Design
846			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop Non-Design
847			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/LNP Design
848			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/LNP Non Design
849			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/INP Design
850			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - 2 w Analog Loop w/INP Non Design
851			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Digital Loop < DS1
852			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Digital Loop DS1
853			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Switch ports
854			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Combo Other
855			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE xDSL (ADSL, HDSL, UCL)
856			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE ISDN (includes UDC)
857			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Line Sharing

858			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - Local Transport
859			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Line Splitting
860			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Other Design
861			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - UNE Other Non Design
862			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch < 10 - EELs
863			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Dispatch in < 10 - UNE Loop and Port Combo
864			P-9 Percent Provisioning Troubles w/in 30 days of Service Order Completion Non-Dispatch Switch Based < 10 - UNE Loop and Port Combo
865	38	PPT	P-9 Percent Provisioning Troubles w/in 30 within 5 days of Service Order Completion - Local Interconnection Trunks
866	39	SOAC	P-11 Service Order Accuracy - Resale
867	40	SOAC	P-11 Service Order Accuracy - UNE
868	41	SOAC	P-11 Service Order Accuracy - UNE-P
869	43	LOOS	P-13B: LNP - Percent Out of Service < 60 Minutes - LNP
870	42	LAT	P-13C: LNP - Percent of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date - LNP - (Standalone)
871	44	DTNT	P-13D: LNP - Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution (Non-Trigger) • LNP (Normal Working Hours and Approved After Hours) • LNP (Unscheduled After Hours Ports)
872			PO-1 Loop Makeup - Average Response Time - Manual
873	3	ERT	PO-2 Loop Makeup - Response Time - Electronic
874	69	TGPA	TGP-1 Trunk Group Performance CLEC Aggregate

B.3   SEEM Retail Analogs

Retail Analogs - Provisioning Measures

SEEM Disaggregation	SEEM Analog
Resale POTS	Retail Residence and Business POTS
Resale Design	Retail Design
UNE Loop & Port Combinations	Retail Residence and Business
UNE Loops	Retail Residence and Business Dispatch
UNE xDSL	ADSL Provided to Retail
UNE xDSL with conditioning*	6 Days*
UNE xDSL without conditioning*	12 days*
UNE Line Splitting	ADSL Provided to Retail
UNE Line Splitting with conditioning*	12 days*
UNE Line Splitting without conditioning*	ADSL Provided to Retail
UNE EELs*	Retail DS1/DS3
LNP (Standalone)	Retail Residence and Business POTS
Local Interconnection Trunks	Local Interconnection Trunks

*Applies to the measure Firm Order Confirmation Interval Plus Average Order Completion Interval only. Additionally, for this measure 10 days shall be added to the Local Interconnection Trunk retail analog duration for non-mechanized orders, and the following durations will be added to the retail analog intervals for all other disaggregations: .5 days for fully mechanized, 1.0 days for partially mechanized, and 2.5 days for non-mechanized.

Retail Analogs – Maintenance and Repair Measures

SEEM Disaggregation	SEEM Analog
Resale POTS	Retail Residence and Business POTS
Resale Design	Retail Design
UNE Loop & Port Combinations	Retail Residence and Business
UNE Loops	Retail Residence and Business Dispatch
UNE xDSL	ADSL Provided to Retail
UNE Line Splitting	ADSL Provided to Retail
Local Interconnection Trunks	Local Interconnection Trunks

B.4   SEEM Benchmark Thresholds

SQM Ref	Submetric	Analog / Benchmark
AKC	Acknowledgement Message Completeness - EDI	99.5%
AKC	Acknowledgement Message Completeness - TAG	99.5%
BIA	Invoice Accuracy	Parity With Retail
BIT	Mean Time to Deliver Invoices - CRIS	Parity With Retail
BIT	Mean Time to Deliver Invoices - CABS	Parity With Retail
CCCI	Coordinated Customer Conversions Interval - UNE Loops	95% <= 20 Minutes
CMD	Timeliness of Documents Associated with Change – Region	95% >=30 Days if New Feature Coding required; 95%>=5 days for documentation defects, corrections, or clarifications
CMN	Timeliness of Change Management Notices – Region	98% On Time
CNDD	Non-Coordinated Customer Conversions - % Completed and Notified on Due Date	95% Completed on Due Date with CLEC Notification
DTNT	LNP - Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution (Non-Trigger)	95% Within 12 Hours
ERT	Loop Makeup - Response Time - Electronic	95% <= 1 Minute
FOCRC	Firm Order Confirmation and Reject Response Completeness – Fully Mechanized	95% Returned
HCT	Coordinated Customer Conversions - Hot Cut Timeliness Percent Within Interval and Average Interval – UNE Loops	SL1 – Time Specific: 95% Within +/- 15 Min. of Scheduled Start Time SL1 IDLC: 95% Within +/- 2 hours of Scheduled Start Time
IA	Interface Availability - Pre-Ordering/Ordering	>= 99.5%
LAT	LNP - Percent of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date	>95%
LOOS	LNP - Percent Out of Service <60 Minutes	>95%
MRIA	Interface Availability - Maintenance & Repair	>= 99.5%
PCRAR	Percent of Change Requests Accepted or Rejected Within 10 Days – Region	95% Within Interval
PCRIP	Percent of Change Requests Implemented Within 60 Weeks of Prioritization – Region	95% Within Interval
PFT	Percent Flow-through Service Requests – Residence	90%
PFT	Percent Flow-through Service Requests – Business	90%
PFT	Percent Flow-through Service Requests – UNE Loop & Port Combo	85%
PFT	Percent Flow-through Service Requests – UNE Other	85%
PFT	Percent Flow-through Service Requests - LNP	85%
PMDD	Collocation Percent of Due Dates Missed	>=95% On Time
PSEC	Percent of Software Errors Corrected in X (10, 30, 45) Business Days – Region	95% Within Interval
RI	Reject Interval - Fully Mechanized	97% <= 1 hour
SOAC	Service Order Accuracy - Resale	95% Correct
SOAC	Service Order Accuracy - UNE	95% Correct
SOAC	Service Order Accuracy - UNE/P	95% Correct
TGPA	Trunk Group Performance - CLEC Aggregate	Any 2 consecutive hours in a 24 hour period where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10 (where applicable), and 16 for CLECs and 1,9,10 (where applicable), and 16 for BellSouth
TGPS	Trunk Group Performance – CLEC Specific	Any 2 consecutive hours in a 24 hour period where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10 (where applicable), and 16 for CLECs and 1,9,10 (where applicable), and 16 for BellSouth

Appendix C: Statistical Properties and Definitions

The statistical process for testing whether BellSouth's (BST) wholesale customers (alternative local exchange carriers or CLECALECs) are being treated equally with BST's retail customers involves more than a simple mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are the type of:

* data
* comparison
* performance

This section describes the properties of a test methodology and the truncated Z statistic for fourtwo types of measures.

C.1   Necessary Properties for a Test Methodology

Once the key elements are determined, a test methodology should be developed that complies with the following properties:

* Like-to-Like Comparisons
* Aggregate Level Test Statistic
* Production Mode Process
* Balancing
* Trimming

C.1.1 Like-to-Like Comparisons

When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched residential, new orders. The testing process should:

* Identify variables that may affect the performance measure
* Record these important confounding covariates
* Adjust for the observed covariates in order to remove potential biases and to make the CLECALEC and the ILEC units as comparable as possible

C.1.2 Aggregate Level Test Statistic

Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties:

* The method should provide a single overall index on a standard scale.
  If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.

- The contribution of each comparison cell should depend on the number of observations in the cell.
- Cancellation between comparison cells should be limited.
- The index should be a continuous function of the observations.

C.1.3 Production Mode Process

The decision system must be developed so that it does not require intermediate manual intervention, i.e., the process must be mechanized to the extent possible.

- Calculations are well defined for possible eventualities.
- The decision process is an algorithm that needs no manual intervention.
- Results should be arrived at in a timely manner.
- The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
- The system should be auditable, and adjustable over time.

C.1.4 Balancing

The testing methodology should balance Type I and Type II Error probabilities.

- P (Type I Error) = P (Type II Error) for well-defined null and alternative hypotheses.
- The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e., one should avoid methods that require computationally intensive techniques.
- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

~~C.1.5 Trimming~~

~~Trimming of extreme observations from BellSouth and ALEC distributions is needed in order to ensure that a fair comparison is made between performance measures. Three conditions are needed to accomplish this goal. These conditions are:~~

- ~~Trimming should be based on a general rule that can be used in a production setting.~~
- ~~Trimmed observations should not simply be discarded; they need to be examined and possibly used in the final decision-making process.~~
- ~~Trimming should only be used on performance measures that are sensitive to "outliers."~~

C.1.~~5~~6 Measurement Types

The performance measurements that will undergo testing are of ~~four~~two types: mean, ~~ratio,~~ and proportion~~, and rate~~. ~~All four~~Both have similar characteristics. Different

types of data are used to calculate them. Table C-1 shows the type of data that is used to derive each measurement type.

Table C-1: Measurements Types and Data

Measurement Type	Data Used to Derive Measure
Mean	Interval measurements
Ratio	
Proportion	Counts
Rate	

C.2 Testing Methodology – The Truncated Z

The calculation of the Truncated Z statistic is described in Appendix A of the "Louisiana Statistician's Report." The methodology described in this document is the same as that described in the "Statistician's Report;" however, this document contains extra technical details to avoid undefined situations when programming the technique.

In summary, many covariates are chosen in order to provide meaningful comparison levels below the submetric level chosen for the parity comparison. This includes such factors as wire center and time of month, as well as order type for provisioning measures. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC~~ALEC~~ is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted ~~sum~~average of the truncated statistics is calculated where a cell's weight depends on the volume of BST and CLEC~~ALEC~~ orders in the cell. The weighted ~~sum~~average is standardized by ~~the~~ subtracting the theoretical mean of the truncated distribution, and this is divided by the standard error of the weighted sum. Summaries based on measurement type are given for the calculation of the cell Z statistic.

C.2.1 Mean Measures

For mean measures, an adjusted, asymmetric t statistic is calculated for each like-to-like cell that has at least seven BST and seven CLEC~~ALEC~~ transactions. This statistic is an adjustment to the modified z statistic in order to make the assumption that the statistic is approximately normally distributed more reasonable even for fairly small sample sizes. The adjusted, asymmetric t statistic is part of the methodology described in the "Statistician's Report," and it has been documented for the statistical

~~community in the August 2001 issue of The American Statistician,~~[1] ~~a peer review statistics journal. The statistic was created for mean performance measure parity tests in order to reduce the number of permutation tests needed for calculating cell statistics. Several sets of BST/CLEC mean measure data from Louisiana were examined in order to determine when the adjustment results give approximately the same results as a permutation test. The result is that a~~A permutation test is used when one or both of the BST and <u>CLEC</u>~~ALEC~~ sample sizes is less than seven. The adjusted, asymmetric t statistic and the permutation calculation are described ~~below~~<u>in Appendix D, Statistical Formulas and Technical Description</u>.

C.2.2 Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the cell Z and the moments for the truncated cell Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large ($n_{ij}p_{ij}(1-p_{ij}) > 9$), a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution.   If the normal approximation is not appropriate, <u>then the Z statistic is calculated from</u> the hypergeometric distribution.~~ is the exact permutation distribution.~~ In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

~~C.2.3 Rate Measures~~

~~The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For the rate measure customer trouble report rate there are a fixed number of access lines in service for the CLEC, b₂ⱼ, and a fixed number for BST, b₁ⱼ. The modeling assumption is that the occurrence of a trouble is independent between access lines, and the number of troubles in b access lines follows a Poisson distribution with mean ᵦ where is the probability of a trouble per 1 access line and b (= b₁ⱼ + b₂ⱼ) is the total number of access lines in service. The exact permutation distribution for this situation is the binomial distribution (the limit for the hypergeometric distribution) that is based on the total number of BST and ALEC troubles, n, and the proportion of BST access lines in service, qⱼ = b₁ⱼ/b~~

~~In an adjustment cell, if the number of ALEC troubles is greater than 15 and the number of BST troubles is greater than 15, and nᵢⱼqᵢⱼ(1-qᵢⱼ) > 9, then a normal approximation can be used. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of ALEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (ALEC plus BST troubles.) In this case,~~

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[1] ~~Balkin, S. D. and Mallows, C. L. (2001), "An Adjusted, Asymmetric Two-Sample t Test," The American Statistician, 55, 203-206.~~

the moments for the truncated Z are calculated explicitly using the binomial distribution.

C.2.4 Ratio Measures

The current plan contains no measures that call for the use of a Z parity statistic.

Appendix D: Statistical Formulas and

Technical Descriptions

We start by assuming that any necessary trimming[1] of the data is complete, and that the data are disaggregated so that the comparison are made within appropriate classes or adjustment cells that define "like" observations.

This section contains information on the following:

- Notation and Exact Testing Distributions
- Calculating the Truncated Z
- Balancing Critical Value

D.1   Notation and Exact Testing Distributions

The basic notation for the construction of the truncated z statistic is detailed below. In these notations the word "cell" should be taken to mean a like-to-like comparison cell that has both of the following:

- one (or more) ILEC observations
- one (or more) CLEC observations

L = the total number of occupied cells

j = 1, . . . ,L; and index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number of transactions in cell j; $n_{1j} + n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1, . . ., n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1, . . ., n_{2j}$

Y_{jk} = individual transactions (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,\ldots,n_{1j} \\ X_{2jk} & k = n_{1j} + 1,\ldots,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

---

[1] *When it is determined that a measure should be trimmed, trim the ILEC observations to the largest CLEC value from all CLEC observations in the month under consideration. That is, no CLEC values are removed; all ILEC observations greater than the largest CLEC observation are trimmed.*

In addition to this basic notation, additional notation is necessary for mean and ratio measures. This additional notation, and the notation needed for proportional and rate measures, is given in the following sections.

D.1.1 Additional Notation for Mean Measures

For mean performance measures, the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s_{1j}^2 = the ILEC sample variance in cell j

s_{2j}^2 = the CLEC sample variance in cell j

$\{Y_{jk}\}$ = a random sample of size n_{2j} from the set of $Y_{j1}, \ldots, Y_{jn}$; $k = 1, \ldots, n_{2j}$

M_j = The total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z' can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\text{the number of samples that sum to } t}{M_j}$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \leq t) = \frac{\text{the number of samples with sum } \leq t}{M_j}$$

D.1.2 Notation for Proportion Measures

For proportion measures the following notation is defined.

a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j

a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\dbinom{n_{1j}}{h}\dbinom{a_j - h}{n_{2j}}}{\dbinom{a_j}{n_{1j}}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\[2em] 0 & \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{2j}) \\ \displaystyle\sum_{h=\max(0, a_j - n_{1j})}^{x} HG(h), & \max(0, a_j - n_{2j}) \le x \le \min(a_j, n_{1j}) \\ 1 & x > \min(a_j, n_{1j}) \end{cases}$$

D.1.3 Notation for Rate Measures

For rate measures, the notation needed is defined as:

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j} + b_{2j}$

r_{1j} = the ILED sample rate of cell j; n_{1j} b_{1j}

r_{2j} = the ILED sample rate of cell j; n_{2j} b_{2j}

q_j = the relative proportion of ILEC elements for cell j; b_{1j} b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is:

$$BN(\cdots) = P(B = k) = \begin{cases} \dfrac{\binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k},\qquad 0 \le k \le n_j}{0 \qquad\qquad\qquad\qquad \text{otherwise}} \end{cases}$$

and the cumulative binomial distribution is

$$CBN \cdots = P(B \le x) = \begin{cases} 0 & x < 0 \\ \displaystyle\sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}$$

D.2   Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below. More detailed instructions follow.

- Calculate Cell Weights (Wj)
- Calculate Zj
- Obtain a Truncated Z Value for Each Cell (Z*j)
- Calculate the Theoretical Mean and Variance
- Calculate the Aggregate Test Statistic, ZT

D.2.1 Calculate Cell Weights (Wj)

To calculate cell weights, W_j, a weight based on the number of transactions is used so that a cell, which has a larger number of transactions, has a larger weight. The actual weight formula depends on the type of measure. The formulas for each type of measure are given below.

W_j for Mean Measures

$$W_j = \sqrt{\dfrac{n_{1j} n_{2j}}{n_j}}$$

In the special case where all BST and CLEC values in a cell are identical, the weight must be reset to zero, that is $W_j = 0$. For more information, see "D.2.2 Calculate Zj" on page D-6.

W_j for Proportion Measures

$$W_j = \sqrt{\frac{n_{2j}n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

W_j for Rate Measures

$$W_j = \sqrt{\frac{b_{1j}b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

D.2.2 Calculate Zj

In each cell calculate a Z statistic, Zj, which has mean 0 and variance 1 under the null hypothesis. The formula for the test statistic depends on the type of measure.

Mean Measure

Use the conditions in the following table to determine the method for calculating Z_j. Details of each solution are given below.

Condition 1	Condition 2	Condition 3	Solution
$s_{1j}^2 =$	$s_{2j}^2 =$	$\overline{X}_{1j} = \overline{X}_{2j}$ [1]	Set $Z_j = 0$ and reset $W_j = 0$.
		$\overline{X}_{1j}$ not equal $\overline{X}_{2j}$	Permutation Test, See Solution 1
	$s_{2j}^2 >$	NA	
$s_{1j}^2 >$	$min(n_{1j}, n_{2j}) \le 6$	NA	
	$min(n_{1j}, n_{2j}) > 6$	NA	"t" Test, See Solution 2
[1] All values in the cell, from BellSouth and the CLEC, are the same.			

Solution 1: Permutation Test

The type of permutation test will depend on M_j, the total number of distinct pairs of samples of size n_{1j} and n_{2j}.

1. $M_j \le 1000$, Perform an Exact Permutation Test

a. ~~Calculate the sample sum for all possible samples of size n_{2j}.~~

b. ~~Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.~~

c. ~~Let R_0 be the rank of the observed sample sum with respect to all the sample sums.~~

d. ~~$\alpha = 1 - \dfrac{R_0 - 0.5}{M_j}$~~

e. ~~$Z_j = \Phi^{-1}(\alpha)$~~

2. ~~$M_j > 1000$, Perform a Random Permutation Test~~

a. ~~Draw a random sample of 1,000 sample sums from the permutation distribution.~~

b. ~~Add the observed sample sum to the list. There is a total of 1001 sample sums.~~

c. ~~Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.~~

d. ~~Let R_0 be the rank of the observed sample sum with respect to all the sample sums.~~

e. ~~$\alpha = 1 - \dfrac{R_0 - 0.5}{1001}$~~

f. ~~$Z_j = \Phi^{-1}(\alpha)$~~

~~Solution 2: Adjusted Asymmetric "t" Test~~

1. ~~$t_j = \dfrac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$~~   ~~This is the "modified Z" statistic.~~

2. ~~Find g, the median value of all values of~~

$$\gamma_{1j} = \frac{n_{1j}}{(n_{1j}-1)(n_{1j}-2)} \sum_{k} \left(\frac{X_{1jk} - \bar{X}_{1j}}{s_{1j}} \right)^3$$

~~over all cells within the submeasure being tested such that all three conditions stated below are true. If no submeasure cells exist that satisfy these conditions, then $g = 0$.~~

~~$\gamma_{1j} > 0$~~

~~$n_{1j} > 6$~~

~~$n_{1j} - n_{3q}$, where n_{3q} is the 3 quartile of all n_{1j} in cells where the first two conditions are true.~~

3. ~~If $g = 0$, skip this step. Otherwise, calculate~~

$$t_{\min j} = \frac{-3\sqrt{n_{1j}n_{2j}n_j}}{g(n_{1j} + 2n_{2j})}$$

$$
4. \quad T_j = \begin{cases}
t_j & g = 0 \\[2em]
t_j + \dfrac{g}{6}\left(\dfrac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\,n_{2j}(n_{1j} + n_{2j})}}\right)\left(t_j^2 + \dfrac{n_{2j} - n_{1j}}{n_{1j} + 2n_{2j}}\right) & g > 0, t_j \geq t_{\min j} \\[2em]
t_j + \dfrac{g}{6}\left(\dfrac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\,n_{2j}(n_{1j} + n_{2j})}}\right)\left(t_{\min j}^2 + \dfrac{n_{2j} - n_{1j}}{n_{1j} + 2n_{2j}}\right) & g > 0, t_j < t_{\min j}
\end{cases}
$$

5. $\alpha = P(t_{n_{1j}-1} \leq T_j)$

That is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than T_j.

6. $Z_j = \Phi^{-1}(\alpha)$

Proportion Measure

Use the conditions in the following table to determine the method for calculating Z_j.

Condition 1	Condition 2	Condition 3	Solution
$W_j = 0$	NA	NA	$Z_j = 0$
$W_j > 0$	$L = 1$	$\min\left\{a_{1j}\left(1 - \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \frac{a_{2j}}{n_{2j}}\right)\right\} \leq 9$	Use the exact hypergeometric test: $\alpha = CHG(a_{1j})$ $Z_j = \Phi^{-1}(\alpha)$
$W_j > 0$		$\min\left\{a_{1j}\left(1 - \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$	Use the standardize hypergeometric Z score

			$$Z_j = \dfrac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}$$
$W_j > 0$	$L > 1$	NA	

Rate Measure

Use the conditions in the following table to determine the method for calculating Z_j.

Condition 1	Condition 2	Condition 3	Solution
$W_j = 0$	NA	NA	$Z_j = 0$
$W_j > 0$	$L = 1$	$\min\left(n_{1j}, n_{2j}\right) \le 15$ or $n_j q_j (1 - q_j) \le$	Use the exact binomial test: $\alpha = CBN(a_{1j})$ $Z_j = \Phi^{-1}(\alpha)$
		$\{ \min\left(n_{1j}, n_{2j}\right) > 15,\ n_j q_j (1 - q_j) > 9 \}$	Use the standardize binomial Z score $Z_j = \dfrac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}$
	$L > 1$	NA	

D.2.3 Obtain a Truncated Z Value for Each Cell (Z*j)

To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. However, if there is only one cell, this is unnecessary. Mathematically, this is written as

$$Z_j^* = \begin{cases} Z_j & L = 1 \\ \min(0, Z_j) & \text{otherwise} \end{cases}$$

Recall that L is the total number of occupied cells with positive weight for the test.

D.2.4 Calculate the Theoretical Mean and Variance

Calculate the Theoretical Mean and Variance of the Truncated Statistic Under the Null Hypothesis of Parity. To compensate for the truncation in Obtain a Truncated Z Value for Each Cell (Z*j) an aggregated, weighted sum of the Z_j^* must be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

Note   If there is only one occupied cell with positive weight, that is, L = 1, then the following calculations are not needed.

There are three possibilities in this procedure:

1. If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formula for calculating $E(Z_j^*|H_0)$ and $Var(Z_j^*|H_0)$ cannot be used. Set both equal to 0.
2. If one of the following statements in the 'If' column is true, use the formulas in the 'Then' column.

Measure Type	If	Then
Mean	$\min(n_{1j}, n_{2j}) > 6$ and $s_{1j}^2 > 0$	$E(Z_j^*|H_0) = -\dfrac{1}{\sqrt{2\pi}}$ and $Var(Z_j^*|H_0) = \dfrac{1}{2} - \dfrac{1}{2\pi}$
Proportion	$\min\left\{ a_{1j}\left(1 - \dfrac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \dfrac{a_{2j}}{n_{2j}}\right)\right\} > 9$	(same as above)
Rate	$\min\left(n_{1j}, n_{2j}\right) > 15$ and $n_j q_j (1 - q_j) > 9$	(same as above)

3. Otherwise, determine the total number of values for Z_j^*. Let Z_{ji} and θ_{ji} denote the values of Z_j^* and the probabilities of observing each value, respectively.

    $E(Z_j^*|H_0) = \sum_i \theta_{ji} z_{ji}$ and $Var(Z_j^*|H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^*|H_0) \right]^2$

    The actual value of z and θ depends on the type of measure. Use the table below to calculate z and θ.

Measure Type	Formulas
Mean	$N_j = \min(M_j, 1{,}000),\ \ i = 1, \ldots, N_j$ $z_{ji} = \min\left\{0, \Phi^{-1}\left(1 - \frac{R_i - 0.5}{N_i}\right)\right\}$ where R_i is the rank of sample sum i $\theta_j = \dfrac{1}{N_j}$
Proportion	$z_{ji} = \min\left\{0, \dfrac{n_j\, i - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\},\ \ i = \max(0, a_j - n_{2j}), \ldots, \min(a_j, n_{1j})$ $\theta_{ji} = HG(i)$
Rate	$z_{ji} = \min\left\{0, \dfrac{i - n_j\, q_j}{n_j\, q_j(1 - q_j)}\right\},\ \ i = 0, \ldots, n_j$ $\theta_{ji} = BN(i)$

D.2.5 Calculate the Aggregate Test Statistic, ZT

Calculate the aggregate test statistic, Z^T, using the following formula.

$$Z^T = \begin{cases} Z_1 & L = 1 \\[2ex] \dfrac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* | H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* | H_0)}} & \text{otherwise} \end{cases}$$

D.3 Balancing Critical Value

There are four key elements of the statistical testing process:

Symbol	Element	Description
H_0	Null hypothesis	parity exists between ILEC and CLEC services
H_a	alternative hypothesis	the ILEC is giving better service to its own customers
Z^T	truncated Z statistic	

c	critical value

The decision rule[1] using these elements is summarized below.

If $Z^T < c$ then accept H_a

If $Z^T \geq c$ then accept H_0.

There are two types of errors possible when using such a decision rule:

- Type I Error   Deciding favoritism exists when there is, in fact, no favoritism
- Type II Error   Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of error are:

$$\alpha = P(Z^T < c \mid H_0)$$

- Type I Error

$$\beta = P(Z^T \geq c \mid H_a)$$

- Type II Error

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that

$$c_B = \frac{E(Z^T \mid H_a) - E(Z^T \mid H_0)}{SE(Z^T \mid H_a) + SE(Z^T \mid H_0)}$$

when Z^T is approximately normally distributed. The derivation of the components of this equation depends on the form of the null and alternative hypotheses, as well as other factors.

D.3.1 Test Hypotheses

Measure Type	Null Hypothesis, H_0	Alternative Hypothesis, H_a
Mean	$\mu_{1j} = \mu_{2j}, \sigma_{1j}^2 = \sigma_{2j}^2$	$\mu_{2j} = \mu_{1j} + \delta_j, \sigma_{1j}, \sigma_{2j}^2 = \lambda_j \sigma_{1j}^2, \delta_j > 0, \lambda_j \geq 1$

---

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Proportion	$p_{2j} = p_{1j}$	$\arcsin(\sqrt{p_{2j}}) - \arcsin(\sqrt{p_{1j}}) = \dfrac{\delta_j}{2}$
Rate	$r_{2j} = r_{1j}$	$\sqrt{r_{2j}} - \sqrt{r_{1j}} = \dfrac{\delta_j}{2}$

D.3.2 Determining the Parameters of the Alternative Hypothesis

Parameter Choices for δ_j — set of parameters δ_j are important because they directly index differences in service. The Florida Commission staff has not chosen to use one value across all cells for a submeasure test ($\delta_j = \delta$). The value of δ will be based on the effective number of CLEC transactions used in the test. The following formulae will be used to determine δ.

$$\Omega = \begin{cases} \dfrac{W_j}{\sqrt{n_j}} & \text{mean or proportion measure} \\[2ex] \dfrac{1}{\sqrt{\dfrac{b_j b_{2j}}{b_j}}} & \text{rate measure} \end{cases}$$

$$2. \qquad n_e = \frac{\left(\sum_j \Omega_j n_{2j} \right)^2}{\sum_j \Omega_j^2 n_{2j}}$$

Note: that given the definition of W_j for mean measures, Ω_j is either 0 or 1. Thus, n_e for mean measures is the total number of CLEC transactions across cells with positive weight. Also, when there is only one occupied cell with positive weight, then $n_e = n_{2j}$, the CLEC sample size in the single cell.

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Parameter Choices for λ_j — set of parameters λ_j index alternatives to the mean measure null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to an CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z test is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen. Hence,

$$\lambda_j = 1 \quad j = 1, \ldots, L$$

D.3.3 Calculate the Mean and Standard Error of Zj Under the Alternative Hypothesis

Let m_j and se_j be the mean and standard error of Z_j under the alternative hypothesis. The distribution of the cell statistic depends on the measurement type.

Mean Measure

Z_j is approximately normally distributed with mean 0 and standard error 1 under the null hypotheses. Under the alternative hypothesis, the distribution is approximately normal with mean and variance given in the table below.

Proportion Measure

In this case, Z_j is approximately the same as

$$= \frac{\arcsin\left(\sqrt{\frac{a_{1j}}{n_{1j}}}\right) - \arcsin\left(\sqrt{\frac{a_{2j}}{n_{2j}}}\right)}{\frac{1}{2}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

which is approximately normally distributed with mean 0 and standard error 1 under the null hypotheses. Under the alternative hypothesis, the distribution is approximately normal with mean and standard error given in the table below.

Rate Measure

In this case, Z_j is approximately the same as

$$Z = \frac{\sqrt{\frac{n_{1j}}{b_{1j}}} - \sqrt{\frac{n_{2j}}{b_{2j}}}}{\frac{1}{2}\sqrt{\frac{1}{b_{1j}} + \frac{1}{b_{2j}}}}$$

which is approximately normally distributed with mean 0 and standard error 1 under the null hypotheses. Note that this statistic is approximately the same as

$$= \frac{\arcsin\left(\sqrt{\frac{n_{1j}}{b_{1j}}}\right) - \arcsin\left(\sqrt{\frac{n_{2j}}{b_{2j}}}\right)}{\frac{1}{2}\sqrt{\frac{1}{b_{1j}} + \frac{1}{b_{2j}}}}$$

when the BST and CLEC sample rates are close to 0. Under the alternative hypothesis, the distribution is approximately normal with mean and standard error given in the table below.

Measure Type	m_j	se_j
Mean Proportion	$-\delta\sqrt{\dfrac{n_{1j}n_{2j}}{n_{1j}+n_{2j}}}$	1
Rate	$-\delta\sqrt{\dfrac{b_{1j}b_{2j}}{b_{1j}+b_{2j}}}$	1

D.3.4 Calculate the Critical Value

Single Cell Test (L = 1)

$$c_g = \frac{m_1}{se_1+1} = \frac{m_1}{2} \qquad \text{since } se_j = 1 \text{ in}$$

Multi-Cell Tests (L > 1)

Calculate the critical value according to the following procedure.

1. Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^*|H_0)$ and $Var(Z_j^*|H_0)$, within each cell.

Condition	$E(Z_j^*|H_0)$	$Var(Z_j^*|H_0)$
$W_j = 0$	0	0
$W_j > 0$	$-\dfrac{1}{\sqrt{2\pi}}$	$\dfrac{1}{2}-\dfrac{1}{2\pi}$

2. Calculate the theoretical mean and variance of the truncated statistic under the alternative hypothesis, $E(Z_j^*|H_a)$ and $Var(Z_j^*|H_a)$, within each cell.

Condition	$E(Z_j^*|H_a)$	$Var(Z_j^*|H_a)$

$W_j = 0$	0	0
$W_j > 0$	$m_j \Phi\left(-m_j\right) - \phi\left(-m_j\right)$	$(m_j^2 + 1)\Phi\left(-m_j\right) - m_j\phi\left(-m_j\right) - E(Z_j^* \mid H_a)^2$

Note: $\Phi(\cdot)$ is the cumulative standard normal distribution function, and $f(\cdot)$ is the standard normal density function.

$$3. \qquad c_B = \frac{\sum_j W_j E(Z_j^* \mid H_a) - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 V ar(Z_j^* \mid H_a)} + \sqrt{\sum_j W_j^2 V ar(Z_j^* \mid H_0)}}$$

Appendix D: Statistical Formulas and Technical Description

We start by assuming that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

D.1 Notation and Exact Testing Distributions

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L =   the total number of occupied cells

j = $1, ..L$; an index for the cells

n_{1j} =   the number of ILEC transactions in cell j

n_{2j} =   the number of CLEC transactions in cell j

$n_j \equiv$ the total number transactions in cell j; $n_{1j} + n_{2j}$

$X_{1jk} \equiv$ individual ILEC transactions in cell j; $k = 1, \ldots, n_{1j}$

$X_{2jl} =$ individual CLEC transactions in cell j; $k = 1, \ldots, n_{2j}$

$Y_{jk} \equiv$ individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1, \ldots, n_{1j} \\ X_{2jk} & k = n_{1j} + 1, \ldots, n_j \end{cases}$$

$\Phi^{-1}() =$ the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ =   The ILEC sample mean of cell j

$\overline{X}_{2j}$ =   The CLEC sample mean of cell j

s_{1j}^2 =   The ILEC sample variance in cell j

s_{2j}^2 =   The CLEC sample variance in cell j

$\{y_{jk}\}$ =   a random sample of size n_{2j} from the set of $Y_{j1}, \ldots, Y_{jn_j}$; $k = 1, \ldots, n_{2j}$

M_j =   The total number of distinct pairs of samples of size n_{1j} and n_{2j}:

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be

normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j}$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \leq t) = \frac{\textit{the number of samples with sum } \leq t}{M_j}$$

For Proportion Performance Measures the following notation is defined

$a_{1j} =$ The number of ILEC cases possessing an attribute of interest in cell j

$a_{2j} =$ The number of CLEC cases possessing an attribute of interest in cell j

$a_j =$ The number of cases possessing an attribute of interest in cell j: $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\dbinom{h}{}\dbinom{a_j - h}{}}{}, \max(0, a_j) \qquad \leq \min(a_j, n_{1j}) \\[20pt] 0 \qquad\qquad\qquad \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{2j}) \\ \sum\limits_{h=\max(0,a_j-n_{1j})}^{x} HG(h), & \max(0, a_j - n_{2j}) \le x \le \min(a_j, n_{1j}) \\ 1 & x > \min(a_j, n_{1j}) \end{cases}$$

D.2   Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below.

D.2.1   Calculate Cell Weights (W_j)

A weight based on the number of transactions is used so that a cell, which has a larger number of transactions, has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

D.2.2   Calculate a Z Value (Z_j) for each Cell

A Z statistic with mean 0 and variance 1 is needed for each cell.

- If $W_j = 0$, set $Z_j = 0$.
- Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determined by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j)$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = \begin{cases} t_j + \dfrac{g}{6}\left(\dfrac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}} \right)\left(t_j^2 + \dfrac{n_{2j} - n_{1j}}{n_{1j} + 2n_{2j}} \right) & t_j \ge t_{\min j} \\[3em] t_j + \dfrac{g}{6}\left(\dfrac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}} \right)\left(t_{\min j}^2 + \dfrac{n_{2j} - n_{1j}}{n_{1j} + 2n_{2j}} \right) & \text{otherwise} \end{cases}$$

where

$$t_j = \frac{\overline{X}_{1j} - \overline{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

$$t_{\min j} = \frac{-3\sqrt{n_{1j} n_{2j} n_j}}{g(n_{1j} + 2n_{2j})}$$

and g is the median value of all values of

$$\gamma_{1j} = \frac{n_{1j}}{(n_{1j} - 1)(n_{1j} - 2)} \sum_k \left(\frac{X_{1jk} - \overline{X}_{1j}}{s_{1j}} \right)^3$$

with $n_{1j} > n_{3q}$ for all values of j. n_{3q} is the 3 quartile of all values of n_{1j}

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \le 6$, and

- $M_j \le 1,000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less)
  - Calculate the sample sum for all possible samples of size n_{2j}.
  - Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
  - Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

- $M_j > 1,000$
  - Draw a random sample of 1,000 sample sums from the permutation distribution.
  - Add the observed sample sum to the list. There are a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
  - Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}$$

Proportion Measure

$$Z_j = \frac{n_j \, a_{1j} - n_{1j} \, a_j}{\sqrt{\dfrac{n_{1j} \, n_{2j} \, a_j \, (n_j - a_j)}{n_j - 1}}}$$

D.2.3   Obtain a Truncated Z Value for each Cell (Z_j^*)

To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j)$$

D.2.4   Calculate the Theoretical Mean and Variance

Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^*|H_0)$ and $Var(Z_j^*|H_0)$. To compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

- If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^*|H_0)$ and $Var(Z_j^*|H_0)$ cannot be used. Set both equal to 0.

- If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, or $\min\left\{a_{1j}\left(1 - \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, then

$$E(Z_j^* \mid H_0) = -\frac{1}{\sqrt{2\pi}}$$

and

$$\mathrm{Var}(Z_j^* \mid H_0) = \frac{1}{2} - \frac{1}{2\pi}$$

- Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* \mid H_0) = \sum_i \theta_{ji} z_{ji}$$

and

$$\mathrm{Var}(Z_j^* \mid H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* \mid H_0)\right]^2$$

The actual values of the z's and θ's depends on the type of measure.

Mean Measure

$$N_j = \min(M_j, 1{,}000), \quad i = 1, \ldots, N_j$$

$$z_{ji} = \min\left\{0, \Phi^{-1}\left(1 - \frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum } i$$

$$\theta_j = \frac{1}{N_i}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \max(0, a_j - n_{2j}), \ldots, \min(a_j, n_{1j})$$

$$\theta_{ji} = HG(i)$$

D.2.5   Calculate the Aggregate Test Statistic (Z^T)

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* | H_0)}{\sqrt{\sum_j W_j^2 Var(Z_j^* | H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

- the null hypothesis, H_0, that parity exists between ILEC and CLEC services
- the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers
- the Truncated Z test statistic, Z^T, and
- a critical value, c

The decision rule[1] is

- If $Z^T < c$ then   accept H_a.
- If Z^T c then   accept H_0.

There are two types of error possible when using such a decision rule:

- **Type I Error:** Deciding favoritism exists when there is, in fact, no favoritism.
- **Type II Error:** Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

- **Type I Error:** $\alpha = P(Z^T < c | H_0)$
- **Type II Error:** $\beta = P(Z^T \geq c | H_a)$

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that,

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}$$

where

---

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

$$M(\mu,\sigma) = \mu\,\Phi(\tfrac{-\mu}{\sigma}) - \sigma\,\phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu,\sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\,\sigma\,\phi(\tfrac{-\mu}{\sigma}) - M(\mu,\sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j}, \; \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j\,\sigma_{1j}, \; \sigma_{2j}^2 = \lambda_j\,\sigma_{1j}^2 \quad \delta_j > 0,\, \lambda_j \; 1 \text{ and } j = 1, .L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\tfrac{1}{n_{1j}} + \tfrac{1}{n_{2j}}}}$$

and

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity

may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \qquad \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \qquad \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \qquad \psi_j > 1 \text{ and } j = 1,.,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[1]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$

$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$

$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$

$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\frac{2}{\psi_j} - 1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$

$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j} - 1\right)}$$

$$f_j^{(2)} = n_j n_{1j}\left(\frac{1}{\psi_j} - 1\right)$$

$$f_j^{(3)} = n_j a_j\left(\frac{1}{\psi_j} - 1\right)$$

$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\frac{1}{\psi_j} - 1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\frac{1}{\psi_j} - 1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by:

---

[1] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, 38, 468-470.

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2 \pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_i - 1}}}$$

and

$$se_j = \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}}$$

D.2.6   Determining the Parameters of the Alternative Hypothesis

In this section we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion measures are indexed by parameter ψ_j. A major difficulty with this approach is that more than one alternative will be of interest; for example we may consider one alternative in which all the δ_j are set to a common non-zero value, and another set of alternatives in each of which just one δ_j is non-zero, while all the rest are zero. There are very many other possibilities. Each possibility leads to a single value for the balancing critical value; and each possible critical value corresponds to many sets of alternative hypotheses, for each of which it constitutes the correct balancing value.

The formulas we have presented can be used to evaluate the impact of different choices of the overall critical value. For each putative choice, we can evaluate the set of alternatives for which this is the correct balancing value. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

Parameter Choices for λ_j – The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j.

Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

Parameter Choices for δ_j – The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta \angle$ might be fine for tests across individual CLECs where currently in Kentucky the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible. At the state level we are aggregating over CLECs, so using the same δ as for an individual CLEC would be saying that a "meaningful" degree of disparity is one where the violation is the same (δ) for each CLEC. But the detection of disparity for any component CLEC is important, so the relevant "overall" δ should be smaller.

Parameter Choices for ψ_j *or* ε_j – The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ for mean measures. Sample size matters here too. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible.

The three parameters are related however. If a decision is made on the value of δ, it is possible to determine equivalent values of ψ and ε. The following equations, in conjunction with the definitions of ψ and ε, show the relationship with delta.

$$\delta = 2 \cdot \arcsin(\sqrt{\hat{p}_2}) - 2 \cdot \arcsin(\sqrt{\hat{p}_1})$$
$$\delta = 2\sqrt{\hat{r}_2} - 2\sqrt{\hat{r}_1}$$

The bottom line here is that beyond a few general considerations, like those given **above, a principled approach to the choice of the alternative hypotheses to guard** against must come from elsewhere.

D.2.7   Decision Process

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision-maker, is to report the difference between the test statistic and the critical value, *diff* = Z^T - c_B. If favoritism is concluded when $Z^T < c_B$, then the *diff* < 0 indicates favoritism.

This makes it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

Appendix E: BST SEEM Remedy Calculation Procedures

Four sample calculations are included in this section. These calculations cover the following:

- Tier 1 Calculation for Retail Analogs
- Tier 2 Calculation for Retail Analogs
- Tier 1 Calculation for Benchmarks
- Tier 2 Calculations for Benchmarks

E.1 Tier 1 Calculation for Retail Analogs

Complete the steps below to calculate performance for a Tier 1 retail analog. An example follows the procedure.

1. Calculate the overall test statistic for each CLEC; Z^T_{CLEC-1} (per statistical methodology discussed in Appendix D).
2. Calculate the balancing critical value ($^cB_{CLEC-1}$) that is associated with the alternative hypothesis (for fixed parameters δ, Ψ, or є).
3. Determine parity or disparity by subtracting the value of Step 2 from that of Step 1. $ABS(Z^T_{CLEC-1} - {}^cB_{CLEC-1})$
4. Determine the relationship of the overall test statistic (from Step 1) and the balancing critical value (from Step 2).

Relationship	Action
$^cB_{CLEC-1} - Z^T_{CLEC-1}$	No payment is necessary. End procedure.
$^cB_{CLEC-1} < Z^T_{CLEC-1}$	Go to Step 5.

5. Determine the payment to CLEC-1 by obtaining the appropriate dollar amount from the Tier 1 fee schedule (Appendix A) for the measurement category containing the submetric being evaluated.

   CLEC Payment = fee ($$) from Tier 1 fee schedule for the appropriate measurement category.

Tier 1 Retail Analog Example:

Percent Missed Installation Appointments, "Dispatch In" < 10 circuits, UNE Loop and Port Combo, Month 1

Note: Statistics are for illustrative purposes only. While the plan is measurement based, the number of transactions are used in the calculations to determine pass or fail status.

Cell	ILEC Misses	ILEC trans_count	CLEC Misses	CLEC trans_count	Cell Z Score	Cell Weight
1	0	263	0	1	0	0
2	0	150	0	4	0	0
3	0	847	0	1	0	0
4	108	1771	0	1	0.044565652	0.044466294
5	0	10	0	2	0	0
6	24	104	0	3	0.169841555	0.164306431
7	0	82	0	9	0	0
8	8	114	1	8	0.264906471	0.246518978
9	14	241	2	11	-5.302645611	0.351774499
10	0	198	0	3	0	0
11	17	235	1	11	0.213200716	0.203527695
Total counts	171	4015	3	54	NA	NA

The results are summarized below.

Percent Missed	
BST	4.26 Percent
CLEC	5.56 Percent

Aggregate Z = -3.4923
BCV = -1.83311
Difference = negative (failure)

The metric fails. The payment made to the CLEC for this failure would be based on the fee of $4,550 as listed in the Tier 1 Fee Schedule for Provisioning-UNE (CCC).

E.2   Tier 2 Calculation for Retail Analogs

Tier 2 is triggered by three consecutive monthly failures of any Tier 2 remedy plan submetric. Calculate monthly statistical results and failures per submetric as outlined below for the CLEC aggregate performance.

1.   Determine the Tier 2 payment for the state designated agency from the Tier 2 fee

schedule (Appendix A) for the measurement category containing the submetric being evaluated.

State designated agency payment = fee ($$) from Tier 2 Fee Schedule

Example: Percent Missed Installation Appointments Dispatch < 10 - Resale Centrex

Cell	ILEC Misses	ILEC trans_count	CLEC Misses	CLEC trans_count	Cell Z Score	Cell Weight
1	0	22	1	11	-0.57735	0.375
2	3	18	1	10	-1.732051	0.405046
3	1	15	0	9	2.5553	0.213211
4	0	17	1	11	-1.154701	0.213211
Total counts	4	72	3	41	NA	NA

Percent Missed		
	BST	5.56Percent
	CLEC	7.32Percent

Aggregate Z = -1.73205.

BCV = 0.55526

Difference = negative (failure)

The measure fails. The payment made to the state designated agency for this failure would be $3,450, the fee listed in the Tier 2 Fee Schedule.

E.3 Tier 1 Calculation for Benchmarks

Use the procedure below to calculate results for benchmarks with five or more observations. An example follows the procedure.

1. For each CLEC with five or more observations, calculate monthly performance results for the State.
2. Determine the benchmark.

Sample Size	Benchmark Source
sample size < 5	Invalid sample size. No payment is necessary.
5 < sample size ≤ 30	Use equivalent benchmark from the table below[A]
sample size > 30	SQM

A Collocation - Percent Missed Due Dates does not use the small sample size table. Obtain all benchmarks from the SQM.

90 Percent Sample Size		95 Percent Sample Size		85 Percent Sample Size		97 Percent Sample Size	
Size	Benchmark	Size	Benchmark	Size	95 Percent Equivalent	Size	95 Percent Equivalent
5	60.00Percent	5	80.00Percent	5	60.00Percent	5	80.00Percent
6	66.67Percent	6	83.33Percent	6	66.67Percent	6	83.33Percent
7	71.43Percent	7	85.71Percent	7	57.14Percent	7	85.71Percent
8	75.00Percent	8	75.00Percent	8	62.50Percent	8	87.50Percent
9	66.67Percent	9	77.78Percent	9	66.67Percent	9	88.89Percent
10	70.00Percent	10	80.00Percent	10	70.00Percent	10	90.00Percent
11	72.73Percent	11	81.82Percent	11	63.64Percent	11	90.91Percent
12	75.00Percent	12	83.33Percent	12	66.67Percent	12	91.67Percent
13	76.92Percent	13	84.62Percent	13	69.23Percent	13	84.62Percent
14	78.57Percent	14	85.71Percent	14	71.43Percent	14	85.71Percent
15	73.33Percent	15	86.67Percent	15	66.67Percent	15	86.67Percent
16	75.00Percent	16	87.50Percent	16	68.75Percent	16	87.50Percent
17	76.47Percent	17	82.35Percent	17	70.59Percent	17	88.24Percent
18	77.78Percent	18	83.33Percent	18	72.22Percent	18	88.89Percent
19	78.95Percent	19	84.21Percent	19	68.42Percent	19	89.47Percent
20	80.00Percent	20	85.00Percent	20	70.00Percent	20	90.00Percent
21	76.19Percent	21	85.71Percent	21	71.43Percent	21	90.48Percent
22	77.27Percent	22	86.36Percent	22	72.73Percent	22	90.91Percent
23	78.26Percent	23	86.96Percent	23	73.91Percent	23	91.30Percent
24	79.17Percent	24	87.50Percent	24	70.83Percent	24	91.67Percent
25	80.00Percent	25	88.00Percent	25	72.00Percent	25	92.00Percent
26	80.77Percent	26	88.46Percent	26	73.08Percent	26	92.31Percent
27	81.48Percent	27	88.89Percent	27	74.07Percent	27	92.59Percent
28	78.57Percent	28	89.29Percent	28	75.00Percent	28	89.29Percent
29	79.31Percent	29	86.21Percent	29	72.41Percent	29	89.66Percent
30	80.00Percent	30	86.67Percent	30	73.33Percent	30	90.00Percent

3. Determine whether the monthly performance percentage meets the benchmark standard (or equivalent percentage for small samples).

Monthly Performance and Benchmark Relationship	Action
Monthly performance ≥ benchmark	No payment is necessary; end procedure.
Monthly performance < benchmark	Failure; go to Step 4.

4. Determine the payment to CLEC-1 by obtaining the appropriate dollar amount from the Tier 1 fee schedule (Appendix A) for the measurement category containing the submetric being evaluated.

   CLEC-1 payment= $$ from Tier 1 Fee Schedule

Tier 1 Benchmark, Small Sample Size Example:

Reject Interval Fully Mechanized 2-Wire Analog Loop Non-Design; Benchmark = 97Percent; Month 1

Numerator	Denominator	CLEC Performance	Benchmark (small sample size of 9)	Pass/Fail
	9	77.78Percent ≤ 1 hour	88.89Percent ≤ 1 hour (small sample size of 9)[A]	fail

[A] The comparison benchmark of 88.89Percent was obtained from the the small sample size table above for 97 Percent benchmarks.

Payment to the CLEC would be $450, the fee obtained from Ordering measures in the Tier 1 fee schedule.

Tier 1 Benchmark Example:

Reject Interval – Partially Mechanized, Business; Benchmark is 95Percent; Month 1

Numerator	Denominator	CLEC Performance	Benchmark	Pass/Fail
36	40	90Percent ≤ 10 hours	95Percent ≤ 10 hours	fail

Payment to the CLEC would be $450, the fee obtained from Ordering measures in the Tier 1 fee schedule.

E.4   Tier 2 Calculations for Benchmarks

Tier 2 calculations for benchmark measures are the same as the Tier 1 benchmark calculations, except the CLEC aggregate data is evaluated over three consecutive months.

1. Accumulate the statewide monthly results for the measurement.
2. Determine whether the current month fails the statewide average.

Current Month Tier 2 Failure	Action
Yes	Go to Step 3.
No	No Tier 2 payment is necessary; end procedure.

3. Determine whether there is a Tier 2 failure.

Tier 2 Failure		Action
One Month Prior to Current Month	Two Months Prior to Current Month	
Failure	Failure	Go to Step 4.
Failure	Pass	No Tier 2 failure, no payment. End of procedure.
Pass	Failure	

4. Determine the payment to the state designated agency by obtaining the appropriate dollar amount from the Tier 2 Fee Schedule (Appendix A) for the fee measurement category containing the submetric being evaluated.

State designated agency payment = Fee ($$) from Tier 2 Fee Schedule for the appropriate measurement category.

Tier 2 Benchmark Example:

Percent Missed Installation Appointments – LNP; Benchmark = 95Percent

Month	Numerator	Denominator	CLEC Performance (Percent)	Benchmark (Percent)	Pass/Fail
Current	1	8	87.5	95	fail
One month prior to Current	3	39	92.31	95	fail
Two months prior to current	4	75	94.6	95	fail

Payment to the state would be $5,700, the fee obtained from the LNP category in the Tier 2 Fee Schedule

Appendix E: BST SEEM Remedy Calculation Procedures

E.1   BST SEEM Remedy Procedure

E.1.1   Tier-1 Calculation For Retail Analogs

1. Tier 1 is triggered by two consecutive monthly failures of any Tier 1 Remedy Plan submetric.
2. Calculate the overall test statistic for each CLEC; Example, z^T_{CLEC1} (Per Statistical Methodology)
3. Calculate the balancing critical value (Example, $^cB_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, Ψ, or ε)
4. If the overall test statistic is equal to or above the balancing critical value, stop here. That is, if $^cB_{CLEC1} <= z^T_{CLEC1}$, stop here. Otherwise, go to step 5.
5. Select the cell with the greatest z-value (let $i=1,...,I$ with $i=1$ having the z-value, $i=2$ having next greatest z-value, etc. and with $i=I$ when the criterion in step 8 is fullfilled.) and set its z-value to zero ($z_{CLEC1,i} = 0$).
6. Calculate the overall test statistic for each CLEC with the altered data; Example, $z^T_{CLEC1}{}^*$ (Per Statistical Methodology)
7. Calculate the balancing critical value (Example, $^cB_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, Ψ, or ε)
8. If the new overall test statistic is equal to or above the balancing critical value, stop here. That is, if $^cB_{CLEC1} <= z^T_{CLEC1}{}^*$ go to step 9. Otherwise, repeat steps 6 8.
9. Calculate the Affected Volume (TAV) by summing the Total Impacted Volumes

(TIV) of each cell whose z-value was reset to zero except the last cell changed $(TAV_{CLEC1} = TIV_{CLEC1,1} + TIV_{CLEC1,2} + \ldots + TIV_{CLEC1,I-1})$.
The affected volume for the last cell changed should be interpolated by
$(z^T_{CLEC1,I} - {}^cB_{CLEC1}) / (z^T_{CLEC1,I}{}^* - z^T_{CLEC1,I-1}{}^*) * TIV_{CLEC1,I}$
and added to TAV_{CLEC1}.

10. Calculate the payment to CLEC1 by multiplying the result of step 9 by the appropriate dollar amount from the fee schedule.

11. Then, CLEC1 payment = TAV_{CLEC1} * **$$from Fee Schedule. For the exam**ple that follows, fee amounts are from the default Standard Performance fee schedule.

12. If this calculation is being performed for the second consecutive month of failure, repeat steps 5 - 11 for the first (1st) month of failure. For the third and subsequent months of failure this calculation will only be performed for the current data month.

E.1.2   Example: CLEC1 Percent Repeat Customer Troubles Within 5 Days (PRT) for Resale (DSGN)

	n_I	n_c	I_c	z^T_{CLEC1}	${}^cB_{CLEC1}$		Order Zeroed Out	TAV
State	312	27	18	-4.10	-1.22			
Cell				$z_{CLEC1,i}$	RANK	$z^T_{CLEC1}{}^*$		
1		1	0	0.75				
2		4	2	-0.69	8			
3		3	3	-1.76	3	-0.65^Δ	3	2°
4		1	0	0.67				
5		4	3	-1.45	5			
6		3	3	-3.45	1	-2.46	1	3
7		2	2	-1.81	2	-1.60	2	2
8		3	2	-1.09	6			
9		1	1	-1.65	4			
10		2	1	-0.84	7			
11		1	0	0.62				
12		2	1	-0.40	9			
Total			18					7

Δ Note that after making $z_{CLEC1,1} = 0$, the overall $zT_{CLEC1}{}^* = -0.65$ is less than the balancing critical value $CB_{CLEC1} = -1.22$.

oFor cell#3 the TAV would be calculated with $((-1.60) - (-1.22))/((-1.60) - (-0.65)) \times 3 = 1.2$ which is rounded up to 2 transactions.

Assuming this is at least the second consecutive month of failure, payout for CLEC1 is (7 units) * ($56/unit) = **$392** under standard performance criteria and (7 units) * ($125/unit) = **$875** under low performance criteria, plus the previous failed month's calculated amount.

E.2 Tier-2 Calculation For Retail Analogs

1. Tier-2 is triggered by three consecutive monthly failures of any Tier 2 Remedy Plan sub-metric.
2. Therefore, calculate monthly statistical results and affected volumes for the CLEC Aggregate performance for each of the three consecutive months as outlined in steps 2 through 9 of section E.1.1. Determine average monthly affected volume for the rolling 3-month period.
3. Calculate the payment to State Designated Agency by multiplying average monthly volume by the appropriate dollar amount from the Tier-2 fee schedule.
4. Therefore, State Designated Agency payment = Average monthly volume * $$ from Fee Schedule.

E.2.1 Example:STATE-A Percent Provisioning Troubles within 30 Days - UNE Loops

Month 1	n_l	n_c	l_c	z^T_{CLEC1}	$^cB_{CLEC1}$		Order Zeroed Out	TAV
State	155	37	8	-5.11	-0.35			
Cell				$z_{CLEC1,i}$	RANK	$z^{T^*}_{CLEC1}$		
1		3	1	-1.53	5			
2		1	0	0.31				
3		2	1	-2.18	3	-1.21	3	1
4		1	1	-4.52	2	-2.39	2	1
5		1	0	0.28				
6		18	1	-0.24	8			
7		5	1	-0.45	7			
8		1	1	-5.39	1	-3.74	1	1
9		4	1	-0.50	6			
10		1	1	-2.14	4	-0.04 ⁺	4	1⁰
Total			8					4

Δ Note that after making $z_{CLEC1,i} = 0$, the overall $zT_{CLEC1}{}^* = -0.04$ is greater than the balancing critical value $CB_{CLEC1} = -0.35$.

oFor cell#10 the TAV would not be interpolated given that the impacted volume for that cell is only 1.

 TAV for month 1 is 4 units

Month 2	n_j	n_C	I_c	z^T_{CLEC1}	$^CB_{CLEC1}$		Order Zeroed Out	TAV
State	175	13	3	-0.94	-0.39			
Cell				$z_{CLEC1,i}$	RANK	$z^T_{CLEC1}{}^*$		
1		2	1	-1.58	2			
2		1	0	1.00				
3		1	0	0.25				
4		1	0	0.26				
5		2	0	0.46				
6		1	0	0.20				
7		2	1	-0.71	3			
8		1	1	-4.12	1	0.28^Δ	1	1°
9		1	0	0.35				
10		1	0	0.50				
Total			3					1

Δ Note that after making $z_{CLEC1,i} = 0$, the overall $zT_{CLEC1}{}^* = 0.28$ is greater than the balancing critical value $CB_{CLEC1} = -0.39$.

oFor cell#8 the TAV would not be interpolated given that the impacted volume for that cell is only 1.

TAV for month 2 is 1 unit

Month 3	n_i	n_C	I_c	z^T_{CLEC1}	$^C B_{CLEC1}$		Order Zeroed Out	TAV
State	196	33	8	-4.76	-0.49			
Cell				$z_{CLEC1,i}$	RANK	$z^{T^*}_{CLEC1}$		
1		2	0	0.48				
2		4	1	-2.55	6			
3		2	0	0.57				
4		1	1	-3.00	4	-0.81	4	1
5		1	1	-3.16	2	-2.78	2	1
6		1	0	0.20				
7		1	1	-3.32	1	-3.76	1	1
8		2	1	-3.00	3	-1.78	3	1
9		1	1	-2.92	5	0.18^Δ	5	1°
10		6	1	-0.41	7			
11		10	1	-0.32	8			
12		1	0	0.24				
13		1	0	0.28				
Total			8					5

Δ Note that after making $z_{CLEC1,i} = 0$, the overall $zT_{CLEC1}^* = 0.18$ is less than the balancing critical value $CB_{CLEC1} = -0.49$.

oFor cell#9 the TAV would not be interpolated given that the impacted volume for that cell is only 1.

TAV for month 3 is 5 units.

If the above examples represent performance for each of months 1 through 3, then

E.2.2 Example: STATE-A Percent Provisioning Troubles within 30 Days - UNE Loops

State	TAV	Remedy Dollars – Standard Performance	Remedy Dollars – Low Performance
Month 1	4		
Month 2	1		
Month 3	5		
Payment – Average TAV for rolling 3 mo. period * fee schedule	3.33	**$200**	**$2,914**

For Standard Performance the $$from Fee Schedule is $60/unit.

Fro Low Performance the $$from Fee Schedule is $875/unit

E.3 Tier-1 Calculation For Benchmarks

1. For each CLEC with five or more observations, calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below. The only exception will be for Collocation Percent Missed Due Dates.

Table I - Small Sample Size Table (95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%	18	77.78%	83.33%
6	66.67%	83.33%	19	78.95%	84.21%
7	71.43%	85.71%	20	80.00%	85.00%
8	75.00%	75.00%	21	76.19%	85.71%
9	66.67%	77.78%	22	77.27%	86.36%
10	70.00%	80.00%	23	78.26%	86.96%
11	72.73%	81.82%	24	79.17%	87.50%
12	75.00%	83.33%	25	80.00%	88.00%
13	76.92%	84.62%	26	80.77%	88.46%
14	78.57%	85.71%	27	81.48%	88.89%
15	73.33%	86.67%	28	78.57%	89.29%
16	75.00%	87.50%	29	79.31%	88.21%
17	76.47%	82.35%	30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 4.
4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4 by the Total Impacted CLEC-$_1$ Volume.
6. Calculate the payment to CLEC-1 by multiplying the result of step 5 by the appropriate dollar amount from the fee schedule.
7. Repeat steps 3-6 for the first month of failure.
8. CLEC-1 payment = (Affected Volume$_{CLEC-1(month\ 1)}$* $$from Fee Schedule) + (Affected Volume$_{CLEC-1(month\ 2)}$* $$from Fee Schedule). For the example that follows, fee amounts are from the default Standard Performance fee schedule.

E.3.1   Example: CLEC-1 Percent Missed Due Dates for Collocations

	n$_C$	Benchmark	PMDD$_C$	Volume Proportion	Affected Volume
State	600	>=95% On Time	92%	.03	18

Payout for CLEC-1 is (18 units) * ($3640/unit) = $65,520

E.4   Tier-1 Calculation For Benchmarks (In The Form Of A Target)

1. For each CLEC with five or more observations calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between benchmark and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5 by the Total CLEC-$_1$ Volume.
7. Calculate the payment to CLEC-1 by multiplying the result of step 6 by the appropriate dollar amount from the fee schedule. CLEC-1 payment = Affected Volume$_{CLEC1}$ * $$ from Fee Schedule. For the example that follows, fee amounts are from the default Standard Performance fee schedule.

E.4.1   Example: CLEC-1 Reject Interval – Fully Mechanized

	n_C	Benchmark	Reject Interval	Volume Proportion	Affected Volume
State	600	97% <= 1 hour	95% <= 1 hour	.02	12

Assuming two consecutive months of failure, payout for CLEC-1 is (12 units) * ($20/unit) = $240 plus the previous failed month's calculated amount.

E.5   Tier-2 Calculations For Benchmarks

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations, except the CLEC Aggregate data will have failed for three (3) consecutive months.

E.6   Regional and State Coefficients

This section describes the method of calculating regional and state coefficients.

E.6.1   AKC

- Acknowledgement Completeness (AKC_EDI & AKC-TAG)

Regional Coefficient Formula (Tier 1)

Coefficient = (A+B) / (C+D) where:

- A = number of valid FOC transactions of the CLEC in the state (fully & partially mechanized)
- B = number of valid RI transactions of the CLEC in the state (fully & partially mechanized)
- C = total valid FOC transactions of the CLEC in the region (fully & partially mechanized)
- D = total valid RI transactions of the CLEC in the region (fully & partially mechanized)

State Coefficient Formula (Tier 2)

State Coefficient = (A+B) / (C+D) where:

- A = number of valid FOC transactions for all CLECs in the state (fully & partially mechanized)
- B = number of valid RI transactions for all CLECs in the state (fully & partially mechanized)

- C = total valid FOC transactions in the region (fully & partially mechanized)
- D = total valid RI transactions in the region (fully & partially mechanized)

E.6.2   PFT

- Percent Flow Through CLEC Aggregate - Residence (PFT-RES)
- Percent Flow Through CLEC Aggregate - Business (PFT- BUS)
- Percent Flow Through CLEC Aggregate - UNE Other (PFT-UOTH)
- Percent Flow Through CLEC Aggregate - UNE Loop & Port Combo (PFT-UNEPC)
- Percent Flow Through CLEC Aggregate - LNP (PFT-LNP)

Regional Coefficient Formula (Tier 1)

Coefficient = A / B where:

- A= number of valid FOC transactions of the CLEC in the state (fully mechanized)
- B = total valid FOC transactions of the CLEC in the region (fully mechanized)

State Coefficient Formula (Tier 2)

State Coefficient = A / B where:

- A= number of valid FOC transactions for all CLECs in the state (fully-mechanized)
- B = total valid FOC transactions in the region (fully-mechanized)

E.6.3   CMN, PSEC, PCRAR, PCRIP

- Timeliness of Change Management (CMN)
- Percent of Software Errors Corrected in X (10, 30, 45) Business Days - Region (PSEC)
- Percent Change Requests Accepted or Rejected in 10 Days - Region (PCRAR)
- Percent of Change Request Implemented Within 60 Weeks of Prioritization - Region (PCRIP)

State Coefficient Formula (Tier 2)

Coefficient = (A+B) / (C+D) where:

- A= number of valid FOC transactions for all CLECs in the state (fully & partially mechanized)
- B = number of valid RI transactions for all CLECs in the state (fully & partially mechanized)
- C = total valid FOC transactions in the region (fully & partially mechanized)
- D = total valid RI transactions in the region (fully & partially mechanized)

E.6.4   IA

- Interface Availability (IA)

State Coefficient Formula (Tier 2)

Coefficient = (A+B) / (C+D) where:

- A= number of valid FOC transactions for all CLECs in the state (fully & partially mechanized)
- B = number of valid RI transactions for all CLECs in the state (fully & partially mechanized)
- C = total valid FOC transactions in the region (fully & partially mechanized)
- D = total valid RI transactions in the region (fully & partially mechanized)

Appendix F: OSS Tables

F.1 IA Interface Availability (Pre-Ordering/Ordering)

SEEM Interface Availability

Interface Availability Application	Applicable to:	% Availability
EDI	CLEC	X
TAG/XML	CLEC	X
LENS	CLEC	X
LEO	CLEC	X
LESOG	CLEC	X
	CLEC	X
	CLEC	X
SOG	CLEC	X
DOM	CLEC	X
	CLEC	X

F.2 MRIA: Interface Availability (Maintenance and Repair)

SEEM Availability (M&R)

Interface	% Availability
CLEC TAFI	X
CLEC ECTA	X

Appendix G: Reposting Of Performance Data and Recalculation of SEEM Payments

BellSouth will make available reposted performance data as reflected in the Service Quality Measurement (SQM) reports and recalculate Self-Effectuating Enforcement (SEEM) payments using the Parity Analysis and Remedy Information System (PARIS), to the extent technically feasible, under the following circumstances:

1. Those measures included in a state's specific SQM plan with corresponding sub-metrics are subject to reposting. A notice will be placed on the PMAP website advising CLECs when reposted data is available.

2. Performance sub-metric calculations that result in a shift in the performance in the aggregate from an "in parity" condition to an "out of parity" condition will be available for reposting.

3. Performance sub-metric calculations with benchmarks that are in an "out of parity" condition will be available for reposting whenever there is a >= 2% decline in BellSouth's performance at the sub-metric level.

4. Performance sub-metric calculations with retail analogues that are in an "out of parity" condition will be available for reposting whenever there is a decline in performance as shown by an adverse change of <= .5 in the z-score at the sub-metric level.

5. Any data recalculations that reflect an improvement in BellSouth's performance will be reposted at BellSouth's discretion. However, statewide performance must improve by at least 2% for benchmark measures and the z-score must improve by at least 0.5 for retail analogs at the sub-metric level to qualify for reposting.

6. Performance data will be made available for a maximum of three months in arrears.

7. When updated performance data has been made available for reposting or when a payment error in PARIS has been discovered, BellSouth will recalculate applicable SEEM payments. Where technically feasible, SEEM payments will be subject to recalculation for a maximum of three months in arrears from the date updated performance data was made available or the date when the payment error was discovered.

8. Any adjustments for underpayment of Tier 1 and Tier 2 calculated remedies will be made consistent with the terms of the state specific SEEM plan, including the payment of interest. Any adjustments for overpayment of Tier 1 and Tier 2 remedies will be made at BellSouth's discretion.

9. Any adjustments for underpayments will be made in the next month's payment cycle after the recalculation is made. The final current month PARIS reports will reflect the transmitted dollars, including adjustments for prior months where applicable. Questions regarding the adjustments should be made in accordance with the normal process used to address CLEC questions related to SEEM payments.